



NOTES

October Council Agenda Briefing
Held in the Council Chamber
Tuesday 9 October 2007
Commencing at 5.30pm

Present:

Mayor, J Collins, JP (Chairman)

Councillors:

J Best

G W Gleeson

L J Jamieson

L P Ozsdolay

C A Cala

R Wells, JP

R B Maddaford

D S Smith

S Doherty

K R Trent, RFD

Civic Ward

Civic Ward (from 5.50pm)

Manning Ward

Manning Ward

McDougall Ward

McDougall Ward

Mill Point Ward

Mill Point Ward

Moresby Ward

Moresby Ward (from 5.41pm)

Officers:

Mr C Frewing

Mr S Cope

Mr M Kent

Mr M Taylor

Mr C Buttle

Mr S Camillo

Mr L Croxford

Ms D Gray

Mr N Kegie

Mr M Taylor

Mr R Bercov

Mr S McLaughlin

Mrs K Russell

Chief Executive Officer

Director Planning and Community Services

Director Financial and Information Services

Acting Director Infrastructure Services

Manager Development Assessment

Manager Environmental Health Services (until 7.28pm)

Manager Engineering Infrastructure

Manager Financial Services

Manager Community, Culture & Recreation (until 7.28pm)

Manager City Environment

Strategic Urban Planning Adviser

Legal and Governance Officer

Minute Secretary

Apologies

Mr G Flood

Director Infrastructure Services - annual leave

Gallery

20 members of the public and 1 member of the press present

OPENING

The Mayor opened the Agenda Briefing at 5.30pm and welcomed everyone in attendance. He advised on the format of the Briefing stating that Deputations would be heard first followed by any

October Council Agenda Briefing 9.10.07

questions on the Deputation items and then the October Council Agenda reports would be presented by the Chief Executive Officer.

OPENING OF DEPUTATIONS

The Mayor opened Deputation at 5.33pm

Mr Lynden Semmens of Greg Rowe & Assoc. representing Midpoint Holdings - Agenda Item 10.0.1

Mr Semmens spoke in favour of the officer recommendation on the following points:

- expressed acceptance of officer report / recommendation
- happy with conditions detailed in recommendation
- requested Council support officer recommendation at Council meeting

Mr Robert Kerrigan (applicant) 18 Seventh Avenue, Kensington - Agenda Item 10.3.1

Mr Kerrigan spoke against the officer recommendation on the following points:

- Kensington is a mixture of streetscapes
- proposal like many others in the area of Kensington
- street car vandalism - wish to create secure off street parking
- proposal seeks to address parking issues of large family
- shed at rear of site not an option, used for workshop, storage, gym/games etc
- ask Council support proposal

Note: Cr Trent arrived at 5.41pm

Mr Tim Bariss (applicant), 36 Sandgate Street, South Perth - Agenda Item 10.3.2

Mr Bariss spoke against the officer recommendation on the following topics:

- background of application
- design brief for enhancing the property
- retain character of existing 1920's house
- use of solar design
- proposal to retain existing trees

Mr Gerard Siero (architect) 36 Sandgate Street, South Perth - Agenda Item 10.3.2

Mr Siero spoke against the officer recommendation on the following:

- proposal seeks to enhance streetscape/retain existing house
- passive solar energy / additions designed accordingly
- setbacks / visual impact / site lines
- respect local character
- precedent already exists - combination of existing character/modern additions
- materials / roofing
- seek Council approval for design proposed

Note: Cr Gleeson arrived at 5.50pm

Mr Lynden Semmens of Greg Rowe & Assoc representing owner of No. 30 York Street, South Perth Agenda Item 10.3.4

Mr Semmens spoke against the officer recommendation on the following:

- bulk and scale of proposed wall
- removal of substantial trees
- streetscape / amenity
- location / levels of retaining wall
- technical issues in relation to boundary / proposed wall / misrepresentation on plans
- request application be deferred to allow for comment on 'true representation' of wall

Mr Allan Hullett, 7/12 Forrest Street, South Perth (opposite development site) Agenda Item 10.3.4

Mr Hullett, spoke against the officer recommendation on the following topics:

- concerns school get expanded playing field but in doing so do not want neighbours prejudiced / area compromised
- design/height of retaining wall should be reduced further than recommended
- width of 'step' in wall should be increased further than recommended
- bulk and height of retaining wall an issue
- lets get this development right

Mr Wally Green, 13 Hopetoun Street, South Perth representing neighbours of St Columbas Primary School Agenda Item 10.3.4

Mr Green spoke for the officer recommendation and covered the following points:

- development of school oval part of St Columbas Centenary Celebration
- a celebration is to bring community together - currently have two competing sides
- residents not consulted from the beginning - lack of consultation a worry
- disappointed Motion proposed at Special Electors Meeting for consultation between parties lapsed
- support school and their desire for improved amenities / other things have to be considered
- town planning scheme enables conflicts to be resolved in the spirit of co-operation
- other options suggested / other schools have found other ways of doing things
- if playing field at base level there would be no need for some walls - preferred option
- planning officers have made a good attempt at a co-operative solution
- support officer recommendation as a compromise that should be considered

Ms Barbara Harvey, 7 Alexandra Street, South Perth representing neighbours of St Columbas Primary School Agenda Item 10.3.4

Ms Harvey spoke for the officer recommendation on the following points:

- believe neighbours will receive most impact from proposal
- commend officers for a fair proposal
- neighbour compromise - support approval of proposal although it will affect amenity
- proponents compromise is to lower wall / impact
- support officer recommendation / suggest amendments to specific condition (b)(vii)
- refer 'Standing Committee on Environment and Public Affairs' re loss of mature trees in the urban environment - urge Council retain mature trees

Note: Ms Harvey 'tabled' a copy of her presentation including the suggested amendments to the officer recommendation.

Mr Andrew Wright representing St Columbas Primary School **Agenda Item 10.3.4**

Mr Wright gave a powerpoint presentation and spoke against the officer recommendation on the following points:

- suggestion not to approve application because of error on drawings was like not approving because of a spelling mistake in the report
- in favour of officer recommendation / against specific conditions in the recommendation relating to the following topics:
 - TPS6 requirements
 - natural topography / level of land
 - fill from existing level / level change detrimental to schools' infrastructure
 - trees planted by others
 - request report acknowledge school does not require Council approval to remove trees
 - irrelevant comparisons with other schools' developments
 - report dismisses school's images as incorrect
 - report presents the proposal adversely / presents petition adversely
 - report does not address significance of school
 - streetscape compatibility - removal of trees kept to a minimum
 - heritage issues
 - local amenity

Mr Don Brown representing St Columbas Primary School **Agenda Item 10.3.4**

Mr Brown concurred with Mr Wright's Deputation and made the following additional comments against the officer recommendation.

- issue of proposal is down to amenity
- nothing in proposal is incompatible with residential area
- trees in question planted by someone else
- school now having to address value of replacement trees / costs should not be applied

COMMENT ON DEPUTATION

The Mayor requested an officer comment on the Deputation for Item 10.3.4

The Director Planning and Community Services stated that the application has been assessed against the amenity provisions of Town Planning Scheme No. 6 as is appropriate. He said that the applicant has been advised of the officer concerns in relation to the amenity of the area which is not a new issue. In relation to other points raised he made the following comments:

The role of the planning officer is to give objective advice. The use of 'cut and fill' is a well established principle. The R Codes are not applicable to the site which is zoned 'Private Institution'. In relation to the levels, ground level seeks to get a balance. Where officers are recommending removal of some fill we consider that would represent one additional terrace on the south side of the oval compared to what is there now. The power available to Council requesting the re-planting of trees is taken from clause 7.5 of TPS6 under the 'amenity provisions'. Regarding 'school images' shown he said that it is difficult to get an appreciation from those drawings of the verge slope and that the reference to other school's developments was used simply as an example. He further stated that the report is essentially recommending a further 600mm reduction in wall height.

Note: Questions were raised by Members following each Deputations and responded to by the presenters / officers.

Close of Deputations

The Mayor closed Deputations at 7.10pm and thanked everyone for their comments.

The Chief Executive Officer presented the October Council Reports and provided a brief summary of each, as follows. Questions and points of clarification were raised by Members and responded to by the officers.

8.4.1 Delegates Report - Bentley Technology Precinct

The purpose of this report is to acquaint Council with the progress made by the Technology Precinct Steering Group and other initiatives occurring at officer level. The main issues arising from the meeting held 31 August were basically covered by NS Projects at a Concept Forum held on 2 October 2007.

10.0.1 Additions / Alterations to Waterford Plaza (Deputation)

This report considers amended drawings for major additions and alterations to Waterford Plaza that was earlier refused by Council at its July 2007 Special Council meeting.

10.0.2 Petition Requesting Proposed Partial Closure of Right-of-Way No. 133

This report responds to a petition requesting partial closure of Right-of-Way 33 which is contained within the block bounded by Paterson Street, Edgecumbe Street, Gentilli Way and Lockhart Street, Como.

10.0.3 Reconsideration of Conditions of Planning Approval re Change of Use from Single House to Consulting Rooms at 383 Canning Highway, cnr Alston Avenue, Como

In May Council approved a change of use from Single House to Consulting Rooms however in the process of assessing the working drawings submitted for a building licence, an error in the original planning assessment has been detected which results in the need for Council to Delete one condition of planning approval; and accept a concession with respect to the number of parking bays.

10.2.1 Safer Australia Day Strategy 2008

This report presents a strategy to manage the Australia Day Lotterywest Skyworks 2008 event within the City of South Perth and to approve the road closures applicable for the event.

10.2.2. Community Partnerships

This report recommends that the City enter into a new Community Partnership with the RSPCA with a view to consolidating its support for the annual Million Paws Walk.

DECLARATION OF INTEREST : ITEM 10.2.3 : CR JAMIESON

As a member of the Manning Tennis Club (an applicant for possible Grants Funding) I wish to declare an 'Impartiality Interest' in accordance with Local Government (Administration) Regulations 1996 S34.C in relation to item 10.2.3 "CSRFF Annual Grants Consideration" on the October 2007 Council Agenda. I wish to declare that I have considered this matter only on the merits of the application and will not be influenced by other issues.

Note: Cr Jamieson remained in the Council Chamber.

10.2.3 CSRFF - Annual Grants Consideration

this reports considers applications for the annual Community Sporting and Recreation Facilities Fund Grants.

Note: The Managers of Community, Culture and Recreation and Environmental Health retired from the meeting at 7.28pm

10.3.1 Addition of Carport to Existing Single House at 18 Seventh Avenue, Kensington(Deputation)

This application is for a carport located within the front setback area and with a reduced side setback which conflicts with the "General Design Guidelines Policy.

Note: Cr Gleeson left the Chamber at 7.29pm

10.3.2 Additions / Alterations to Single House 36 Sandgate Street, South Perth (Deputation)

This application is for additions and alterations to an existing Single House which conflicts with Council's Policy on "General Design Guidelines for Residential Development"

COMMENT ON DEPUTATION

The Mayor requested an officer comment on the Deputation.

The Director Planning and Community Services stated that Council's existing policy seeks to achieve compatibility of design between existing dwellings and additions and that is the reason for the officer recommendation as the additions proposed are a departure from the policy and being two storey will be visible from the street. He further stated that in relation to questions raised that Council did have the discretion to overturn the policy in order to support the environmental principles the owner is trying to achieve.

Note: Cr Gleeson returned to the Chamber at 7.32pm

Note: Cr Doherty left the Chamber at 7.35pm and returned at 7.37pm

10.3.3 Two x Two Storey Single Houses at 188 Lockhart Street, Como

This application relates to two, 2 x storey Single Houses incorporating the use of the rear Right-of-Way (ROW) 133 to provide vehicular access to the car parking bays for one of the two dwellings.

DECLARATION OF INTEREST : ITEM 10.3.4 : CR HEARNE

The CEO reported the following Declaration had been lodged by Cr Hearne who was not in attendance.

I wish to declare a Conflict of Interest in Agenda Item 10.3.4 "Proposed Retaining Wall/Fence Addition St Columbas Primary School" on the October Council Agenda. I own a property on the corner of Forrest and Edinburgh Streets, directly opposite the development site, and in view of this I will leave the Council Chamber and not participate in the debate or vote on this matter.

10.3.4 Retaining Wall/Fence Addition to St Columba's Primary School (Deputations)

This application is to provide a retaining wall and fencing around the existing St Columba's Primary School oval, along Alexandra, Hopetoun and Forrest Streets, and to level the surface of the oval to provide for a larger usable playing area.

10.4.1 Mends Street - Proposed Zebra Crossing

This report provides information on the progress of the submission to Main Roads Western Australia for the installation of a Pedestrian Crossing in Mends Street.

10.5.1 Use of the Common Seal

This report details the use of the Common Seal for September 2007.

10.5.2 Annual Report 2006/2007

The purpose of this reports is to adopt the Annual Financial Statements and Annual Report for the year ended 30 June 2007 and to set a date for the Annual Electros Meeting.

DECLARATION OF INTEREST : ITEM 10.7.1 : CR WELLS

I wish to declare an interest in Agenda Item 10.7.1 'Recommendation from the Audit and Governance Committee Meeting Held 3.10.07' in particular relating to the Audit Report / Financial Statements for year ended 30.6.2007 on the Agenda for the Council meeting scheduled for 16 October 2007. Macri Partners, Certified Practising Accountants, the City auditors are also my accountants.

I declare that I have had no involvement in the audit or the report and as such will remain in the Council Chamber during the discussion and vote on this item.

DECLARATION OF INTEREST : ITEM 10.7.1 : CHIEF EXECUTIVE OFFICER

I wish to declare an interest in Agenda Item 10.7.1 'Recommendation from the Audit and Governance Committee Meeting Held 3.10.07' in particular relating to the Audit Report / Financial Statements for year ended 30.6.2007 on the Agenda for the Council meeting scheduled for 16 October 2007. Macri Partners, Certified Practising Accountants, the City auditors are also my accountants.

I declare that I have had no involvement in the audit or the report and as such will remain in the Council Chamber during the discussion and vote on this item.

Note: Cr Wells and the CEO remained in the Council Chamber.

10.7.1 Audit and Governance Committee Recommendation mtg: 3 October 2007

This report considers a recommendation arising from the Audit and Governance Committee meeting held 3 October 2007 requiring a Council decision.

Note: The Mayor left the Chamber at 8.03pm and Deputy Mayor Maddaford took the position as Chair.

Note: The Mayor returned to the Chamber at 8.05pm and resumed his position as Chair.

Closure

The Mayor closed the Agenda Briefing at 8.10pm.



NOTES

MEMBER INDUCTION

- Local Government Legal Framework
- Town Planning Principles
- Local Government Act-Financial/Non-Financial Interests

Held in the Council Chamber

Tuesday 30 October 2007

Commencing at 5.35pm

Present:

Mayor J Best

Councillors:

L P Ozsdolay

T Burrows

R Grayden

S Doherty

K R Trent, RFD

Manning Ward

Manning Ward

Mill Point Ward

Moresby Ward

Moresby Ward

Officers:

Mr C Frewing

Mr S Cope

Mr G Flood

Mr S McLaughlin

Mr R Bercov

Mrs K Russell

Chief Executive Officer

Director Strategic and Regulatory Services

Director Infrastructure Services

Legal and Governance Officer

Strategic Urban Planning Adviser

Minute Secretary

Presenters

Andrew Roberts, Partner

John Woodhouse

McLeods Lawyers

Woodhouse Legal

Apologies

Cr G W Gleeson

Cr I Hasleby

Cr P Best

Civic Ward

Civic Ward

Como Beach Ward - leave of absence

OPENING

The Mayor opened the Briefing at 5.35pm and welcomed everyone in attendance, in particular new Members Burrows and Grayden to their first briefing as Councillors. He then gave a brief overview on the format of the meeting.

The Chief Executive Officer advised that Sean McLaughlin, the Legal and Governance Officer would be discussing the legal framework under which Council operates and has to abide by and Local-Laws / Policies etc. He said that Andrew Roberts would talk on Town Planning issues, this being a key area for local government, albeit a complex one, in which residents have a keen interest. Council has discretion in planning decisions however our actions are subject to scrutiny, especially in relation to the State Administrative Tribunal. John Woodhouse would then be talking about financial and non-financial interests and if time permits, the Official Conduct Rules which apply to Councillors as from 21 October 2007.

1. Legal Framework of Local Government

The Legal and Governance Officer commenced his presentation with a brief summary of his professional background as a lawyer and his experience at Federal, State and Local Government levels. He then spoke on the following topics:

- Parliament - Local Government is a creature of State Parliament
- Local Government Act and 9 sets of Regulations
- Regulations
- Other Related Legislation which applied to Local Government
- Local Laws made by Council
- Standing Orders Local Law - Provides for Meeting Procedures
- Policies made by Council
- Code of Conduct - Adopted by Council
- Official Conduct Rules (apply to Councillors from 21 October 2007)
- Delegations from Council to CEO
- Misconduct / Breaches
- Decision making made in public interest / public perception test
- Monitoring of Local Government By:
 - Department of Local Government
 - Ombudsman
 - OPSS Commission
 - CCC
 - Auditor General
- Eric Lumsden's 10 Commandments (Eric Lumsden, LGMA President and Director General DPI)

The CEO thanked the Legal and Governance Officer for his presentation and then introduced Andrew Roberts of McLeods Lawyers.

2. Town Planning Principles

Mr Roberts commenced his presentation with a brief overview of his professional background of over 20 years as a lawyer with the last 10 years specialising in the area of town planning. He then spoke on the following topics:

- Legal Framework for Planning
- Subdivision of Land
- Building and Demolition
- Development and Use of Land
- Statutory Planning Decisions
- Decision Making Principles
- Informal Consultation Ward Councillors' Views
- Neighbours, Petitions and Letters
- Redesign of Proposals
- Duty to make Decisions
- Departure from Officer's Recommendation

- Planning Conditions
- Enforcement Powers
- Powers of Entry
- Legal Challenges to Council Decisions

The CEO thanked the Andrew Roberts for his presentation and then introduced John Woodhouse who runs his own practice and is also the Rivers Regional Council's solicitor (previously South East Metropolitan Regional Council SEMRC).

3. **Financial and Non-Financial Interests**

Mr Woodhouse commenced with a brief overview of his professional background and of his experience in dealing with local governments over the last 21 years. He said that the first two presentations had dealt with 'Council' whereas his presentation is about Councillors. He then spoke on the following topics:

- Types of Interest
 - Financial
 - Proximity
 - Impartiality
 - Breaches
 - Criminal Prosecution
 - Serious Breach
 - Minor Breach
- Declarations
 - Personal Matter
 - Advice from CEO
 - Advice from City's Solicitors
 - Own Legal Advice
 - Duty to Vote
 - Penalties \$10,000 / 2 years
- Financial Interest
 - Applies to Council / Committee Members
 - Three Elements for Interest to be a Financial Interest
 1. Consequences of a Council / Committee Decision
 2. Reasonable Expectation
 3. Financial Gain / Loss / Benefit / Detriment
- Proximity Interest
 - Decision must relate to:
 1. A planning scheme change
 2. A zoning or use change
 3. A proposed development
 4. Your land / Or land adjoining your land, includes across a thoroughfare
- Closely Associated Persons
 - An interest of a 'closely associated person' = Your Interest (same rules apply)
 - List of Closely Associated Persons
 1. Partner
 2. Employer
 3. Trusts
 4. Body Corporate (Director/Secretary/Executive Officer/Shareholder
 5. Spouses / De Facto / Children
 6. Donor of Election Related Gifts

7. Donor of Notifiable Gift
 8. Client or Adviser (Legal or Financial)
 9. Spouse or Defacto has above relationship
- Other Disclosure Obligations
 - Before or at Meeting (before = Notice to CEO) (at = immediately before matter discussed)
 - Nature of Interest to be disclosed
 - Must not Preside
 - Must not participate (No discussion / deliberation)
 - Must not be present
 - Exempt Interests
 - Rates/Charges/Fees
 - Reimbursements/Fees Payable to Councillors
 - Regional Councillor
 - Non Profit Body (Members / Officer Bearer)
 - Employee / Member of Body est. by Law includes Public Service
 - Interest in Common with significant number of Electors / Ratepayers
 - Employee Conditions and Pay (no spouse, child, de facto living with person)
 - Interest = Effect on Value of Land by reason of:
 - Planning Scheme Change, Zoning Change, Proposed Development
 - Being Allowed to Participate by Council
 - Disclosure First (including nature of interest)
 - Council May Decide
 - Stay - If nature Disclosed
 - Preside / Participate - if nature and extent disclosed
 - Trivial / Insignificant - unlikely to influence; or
 - In common with significant number of electors/ratepayers
 - Impartiality
 - Rules of Conduct
 - Minor Breach
 - Standards Panel
 - Impartiality Interest
 - Obligation to Disclose
 - Departmental Guidelines

The CEO thanked the John Woodhouse for his presentation and advised that the Code of Conduct would be dealt with on another occasion.

Note: During the course of the presentations questions were raised by Members and responded to by the presenters.

A hard-copy of the presentations from Andrew Roberts and John Woodhouse were circulated and copies provided to Members not in attendance via their satchels.

2. Closure

The Mayor thanked everyone for their attendance and closed the Briefing Session at 8.12pm.



NOTES

- TOWN PLANNING MAJOR DEVELOPMENTS
 - Proposed Change of Use from 'Café / Restaurant' to 'Tavern'. Lot 950 (No. 1) Preston Street, Como.
 - Proposed Ten Multiple Dwellings. Lot 8 (No. 52) Mill Point Road, South Perth.
- Draft Planning Policy P398
 - Applications for Planning Approval - Applicant's Responsibilities"

**Held in the Council Chamber
Wednesday 7 November 2007
Commencing at 5.30pm**

Present

Mayor J Best

Chairman

Councillors

G W Gleeson

Civic Ward

I Haselby

Civic Ward

L P Ozsdolay

Manning Ward

C A Cala

McDougall Ward

R Wells, JP

McDougall Ward

R Grayden

Mill Point Ward

D S Smith

Mill Point Ward

S Doherty

Moresby Ward (from 5.54pm)

Officers

Mr S Cope

Director Planning and Community Services

Mr R Bercov

Strategic Urban Planning Adviser

Mr C Buttle

Manager, Development Assessment

Mr O Hightower

Planning Officer

Mr L Anderson

Planning Officer (attended as an observer)

Ms N Cecchi

Secretary, Planning Services (Notes)

Presenters

Mr Robert Hart

Hart Architects (until 6.11pm)

Mr Jiri Anthony

Metro on Canning Pty Ltd (until 6.11pm)

Mr Tim Anthony

Metro on Canning Pty Ltd (until 6.11pm)

Mr Brett Jackson

Kareelya Property Group (until 6.41pm)

Mr Antoine Musu

Kareelya Property Group (until 6.41pm)

Apologies

Cr P Best

Como Beach Ward - leave of absence

Cr T Burrows

Manning Ward - leave of absence

Cr K R Trent, RFD

Moresby Ward

Cr B W Hearne

Como Beach Ward

Mr C Frewing

Chief Executive Officer

OPENING

The Mayor opened the Concept Forum at 5.30pm and welcomed everyone in attendance. He then introduced the presenters.

1. Town Planning Major Developments

(a) Ten Multiple Dwellings - 52 Mill Point Road

Mr Robert Hart introduced the 'format' of the presentation and provided background on the following:

- Site plan - Pool / Visitor and covered tenant parking bays;
- First floor plan - Lounge / BBQ area / Alfresco dining / Gymnasium / Open landscaped deck / Store rooms;
- Second floor plan - Mezzanine Lounge / Apartment 1;
- Third floor plan - Apartments 2,3 and 4;
- Fourth and fifth floor plans - Apartments 5, 6, 7 and 8;
- Penthouse (sixth and seventh floor) plans - Apartments 9 and 10;
- Roof deck plan; and
- Water Corporation response.

Note: Cr Doherty arrived at 5.54pm

At the conclusion of the presentation, Members raised questions which were responded to by the presenter or City officers in relation to the following matters:

- Relationship between the proposed development and the adjoining Water Corporation sewerage pump station in relation to:
 - odour;
 - buffer zones and
 - placement of a section 70 notification on title.
- Car parking with respect to dimensions of car parking bays and number of visitor bays.

Note: The Mayor thanked the presenters for addressing the briefing. The presenters left the briefing at 6.11pm.

(b) Change in use (Café / Restaurant to Tavern) - 1 Preston Street, Como

Mr Brett Jackson provided an overview on "The Vision - Como Beach and Preston Street" which included the following:

- The City of South Perth's community village project determined upgrades to streetscapes, reinstatement of linkage to Como Beach, encourage the renewal of Preston Street and facilitate local economic activity.
- What community workshops said;
- The aims of the community village project;
- A catalyst for further economic development;
- A contemporary eatery and lounge;
- New liquor licensing legislation; and
- 'Barracudas' is not a tavern.

At the conclusion of the presentation, Members raised questions which were responded to by the presenter or City officers in relation to the following matters:

- Noise and anti-social behaviour;
- Community consultation;
- Venue Entertainment (internal music only - no live music proposed);
- Hours of operation (midnight close);

-
- Car parking provision and car parking demand;
- New Liquor Licensing categories (Restaurant licence requires customers to be seated / Small bar licence allows for 120 people maximum); and
- Alfresco dining.

Note: The Mayor thanked the representatives from the Kareelya Property Group for their presentation. The presenters left the briefing at 6.41pm.

2. Draft Planning Policy P398 “Applications for Planning Approval - Applicant’s Responsibilities”
The Strategic Urban Planning Adviser provided an overview of this policy, which included the following:

Background

- February 2007 Council resolution regarding improved assessment procedures.
- Director’s August 2007 report on actions taken refers to intended Policy regarding applicant’s responsibilities when applying for planning approval and building licence.

Objectives

- To improve Planning Officers’ assessment process by requiring applicants seeking planning approval to submit more detailed plans, calculations relating to plot ratio, open space and landscaping.
- To clarify that major variations at building licence stage are not permitted.

Policy Provisions

- Planning approval - Applicants’ responsibilities:
 - Plot ratio plans and calculations;
 - Open space plans and calculations;
 - Landscaped area plans and calculations; and
 - Applicant’s Planning Assessment Check-sheets.
- At building licence stage, applicant to identify all variations from ‘planning’ plans.
- Description of major variations from planning approval - Not permitted.
- Description of minor variations from planning approval.

Implementation

- If Council endorses draft Policy P398 at November meeting, 3-week advertising for public comments.
- February 2008 Council meeting - Report on public submissions and final version of P398 for adoption.
- Prepare new information sheet regarding P398.
- After Council finally adopts P398, place on web site:
 - Policy P398;
 - Information sheet; and
 - “Applicant’s Planning Assessment Check-Sheets”.
- Distribute letter to ‘regular’ applicants informing them of new requirements.

At the conclusion of the presentation, questions / points of clarification were raised by Members and responded to by the Strategic Urban Planning Adviser.

Note: Hard copies of the presentations were circulated to Members via their satchels on 9 November.

3. Closure

The Mayor thanked everyone for their attendance and closed the Concept Forum 7.06pm.



NOTES

CONCEPT FORUM

- Code of Conduct - Official Conduct Regulations
- Underground Power Project - Como East
- Collier Park Golf Course Lease *Confidential Item*

**Held in the Council Chamber
Tuesday 13 November 2007
Commencing at 5.30pm**

Present:

Mayor J Best

Councillors:

G W Gleeson

I Hasleby

P Best

T Burrows

L P Ozsdolay

C Cala

R Wells, JP

R Grayden

S Doherty

K R Trent, RFD

Civic Ward

Civic Ward

Como Beach Ward

Manning Ward

Manning Ward

McDougall

McDougall

Mill Point Ward (from 5.58pm)

Moresby Ward

Moresby Ward (from 6.35pm)

Officers:

Mr C Frewing

Mr G Flood

Mr M J Kent

Mr L Croxford

Ms D Gray

Mr S McLaughlin

Mrs K Russell

Chief Executive Officer

Director Infrastructure Services

Director Financial and Information Services (from 6.45pm)

Manager Engineering Infrastructure (from 6.45pm until 7.30pm)

Manager Financial Services (from 6.45pm until 7.30pm)

Legal and Governance Officer (until 6.45pm)

Minute Secretary

Presenters

Mr John Woodhouse

Woodhouse Legal (until 6.45pm)

Apologies

Cr D Smith

Cr K R Trent, RFD

Mr S Cope

Mill Point Ward

Moresby Ward - anticipated late arrival

Director Planning and Community Services

OPENING

The Mayor opened the Briefing at 5.30pm, welcomed everyone in attendance and outlined the format of the meeting which would commence with the swearing-in of Councillor Peter Best of the Como Beach Ward. He then reported that the Perth Transit Authority had provided the City with 4 unallocated complimentary tickets to the official opening of the Perth to Mandurah rail link on 23 December 2007 and advised that a lottery would be held later in the meeting in order to allocate the tickets to interested Councillors.

DECLARATION OF OFFICE BY CR PETER BEST : COMO BEACH WARD

The Mayor asked Peter Best to come forward. He then witnessed his Declaration of Office to the position of Councillor - Como Beach Ward and extended his congratulations to Cr Best.

1. Code of Conduct - Official Conduct Regulations

The Chief Executive Officer advised that the *Local Government Act* Official Conduct Regulations have been in an embryonic stage for approximately the past 18 months. During that time Councillors were provided with a brief overview of the draft Regulations at a briefing held at Collier Park Village approximately 15 months ago and then during Member training, as a result of one of the City of South Perth Inquiry Report Recommendations, a Lawyer from the Department of Local Government presented a further overview of the draft Regulations. The CEO said that John Woodhouse of Woodhouse Legal was at the briefing tonight to present the current Regulations which apply as from 20 October 2007 which replace the previous Code of Conduct relating to Elected Members. The Code of Conduct document will need to be reviewed but cannot be of a lesser standard than the contents of the Official Conduct Regulations. The CEO then introduced Mr Woodhouse.

Mr Woodhouse commenced his presentation and spoke on the following topics:

- Timeline since Regulations came into operation
 - New Local Government Act in 1996
 - Amendments to Regulations to include Proximity/Impartiality Interest
 - Amendments as a result of Inquiries into a number of local governments
- Examples of Improper Conduct by Councillors in Cockburn Inquiry Findings
- Minor / Serious Breach of Rule of Conduct Regulations
- Examples of Minor Breaches / Punishment Adjudicator = Standards Panel
- Examples of Major Breaches / Punishment Adjudicator = SAT

Note: Cr Grayden arrived at 5.58pm

- Complaints Process
- Use of Confidential documents
- Use / Mis-Use of Information - Regulation 6
- Securing Advantage - Regulation 7
- Misuse of Resources - Regulation 8
- Involvement in Administration - Regulation 9
- Relations with Employees - Regulation 10
- Impartiality Interest - Regulation 11
- Gifts - Regulation 12
- Other Matters ie - new offences
 - Giving false/misleading information is an offence
 - Disclosure of complaint information during election campaign period
- Conclusion
 - Rules of conduct are of primary importance
 - Rules replace much of existing/earlier Codes
 - Requirement for a Code remains
 - the future for Codes?

Note: Cr Trent arrived at 6.35pm

Questions were raised by Members and responded to by Mr Woodhouse. A copy of the presentation to be circulated to Members via their satchels 16 November 2007.

Note: Part 1 of the Briefing concluded at 6.40pm.

BALLOT - TICKETS TO OPENING OF PERTH TO MANDURAH RAIL LINK

The Mayor requested Mr Woodhouse draw four names from the ballot box containing the names of the City's 12 Councillors. The four winning names drawn: ***Councillors: Burrows, Gleeson, Ozsdolay and Trent*** would receive an invitation to the opening of the Perth to Mandurah Rail Link on 23 December 2007. Councillors: Burrows, Gleeson, Ozsdolay and Trent all accepted their prize.

Note: Mr Woodhouse and the Legal and Governance Officer left the Briefing at 6.45pm

Note: The Director Financial and Information Services, Manager Financial Services and the Manager Infrastructure Engineering joined the meeting at 6.45pm.

2. Under Ground Power Project - Como East

The Manager, Infrastructure Engineering commenced his presentation and spoke on the following topics:

- Background on Underground Power Project from commencement in 1998
- Underground Power Project Areas as at October 2003
- Como East Project - Area Boundary/ Major Features
- Terminology of Project
- State Undergrounding of Powerlines Program background
- Public Consultation / Information
- Asset Research / Survey
- Property Information - Como East Project
- Budget / In-Kind Costs / Project Management Costs
- Discount / Scorecard Options
- Service Charges / What the City should contribute / options

Questions were raised and responded to by officers. A copy of the presentation was circulated to the Members present with copies being provided to those Members not present via their satchels on 16 November 2007.

Note: Part 2 of the Briefing concluded at 7.30pm.

Manager Engineering Infrastructure and Manager Financial Services left the meeting at 7.30pm

3. Collier Park Golf Course Lease (*Confidential - Not to be Disclosed*)

Director Infrastructure Services provided a brief overview on the purpose of the presentation and then gave a power point presentation on the following topics

- Overview of history of golf course
- Operating / lease arrangements /course management by the City
- Summary of administration activities / Council involvement / lease options
- Communication / Briefings / Presentations during 2007
- Where to from here options / Report to November 2007 Council meeting

Questions were raised by Members and responded to by officers. A copy of the *Confidential* presentation was circulated to those Members present with copies being provided to those Members not present via their satchels on 16 November 2007.

4. Closure

The Mayor thanked everyone for their attendance and closed the Concept Briefing at 8.05pm



Strategic Plan Goal 3
Environmental Management

DRAFT OUTLINE

POLICY P399

Final Clearance Requirements for Completed Buildings

Relevant Management Practice

Nil

Relevant Delegation

Delegation DC 346: Strata Title Certificates

Rationale

In the interest of maintaining amenity standards and ensuring compliance with all statutory 'Planning' and 'Building' requirements and Council policies, the Council's Officers employ effective processes for comprehensive and accurate assessment and determination of applications. The ultimate objective is to ensure that completed buildings are consistent with the approved building licence documents. In respect of the kinds of buildings dealt with by this Policy, in order to satisfy the Council that completed buildings have been constructed in the required manner, the Policy sets out requirements for 'private certification' in addition to the City Officers' certification.

Policy

1. Status

This Policy provides guidance as to Council's requirements prior to issuing Strata Title Certificates pursuant to Section 23 of the *Strata Titles Act 1985* and Certificates of Classification pursuant to Regulation 20 of the *Building Regulations*.

2. Objectives

- (a) To ensure that "final clearance" certificates for completed buildings are not issued until the Council has been properly satisfied that the building is consistent with the approved building licence documents.
- (b) To advise developers that the City will appoint private consultants, at the developers' cost, to certify that completed buildings are consistent with approved building licence documents.

3. Scope

This Policy applies to Multiple Dwelling developments which are 9.0 metres high or higher, or contains 10 or more dwellings.

4. Professional qualifications required by expert private certifiers

This clause will advise that Private Certifiers need to be professionally qualified to accurately measure buildings. The most appropriate certifiers would be licenced land surveyors.

5. Appointment of expert panel of private certifiers

This clause will set out the procedures for the Council to appoint suitably qualified certifiers to a panel from which a particular firm would be selected for each project.

6. Selection and engagement of private certifier for each project

This clause will:

- (a) set out the terms of selection and engagement of a certifier for a particular project recognising that a duty is owed to the Council as principal;*
- (b) require appointed private certifiers to carry professional indemnity insurance; and*
- (c) state that the developer is to bear the full cost of private certification.*

7. Scope of Private Certification

This clause will itemise the components of the development in respect of which private certification is required, including:

- AHD level of every floor of the building and top of highest wall;*
- height of roof ridge;*
- plot ratio areas;*
- setbacks;*
- car bay dimensions and numbers;*
- elevation details;*
- driveway alignment and gradient.*

8. Private certifier to submit progress reports and final report

This clause will contain details of the staged reports to be submitted by the private certifier. Such reports will be required in respect of:

- each successive floor level;*
- setbacks of each storey;*
- all items listed in Clause 7.*

9. Construction not to continue until satisfactory progress reports have been submitted

This clause will require that successive stages of construction are not permitted to proceed until a satisfactory certificate has been lodged for the preceding level of the building.

10. Inspection responsibilities of City Officers

This clause will set out the aspects of the development which are to be inspected and certified by City Officers.

11. Prerequisite to final clearance certificate

This clause will state that a Strata Title certificate and certificate of classification will not be issued until final certification has been obtained from:

- *private certifier; and*
- *City building surveyor certifying City officers' satisfaction.*

12. Applications for strata title certificate in advance of certificate of classification

This clause will set out the position in relation to the Council's preparedness to issue a strata title certificate for a particular building in advance of a certificate of classification.

Other in Force Documents

- *Strata Titles Act 1985*
- *Building Regulations*

Other Related Information

- Information Sheet

Stakeholders

- Development owners and builders
- Council, City staff

Final adoption

2008

Last Review

Nil

Date of Next Review

2009

22 October 2007

Stephanie Radosevich
South Perth City Council
Cnr Sandgate St and South Tce
South Perth WA 6151

Re: Planning Application 69 Strickland St South Perth WA 6151

Dear Stephanie,

Please find enclosed revised drawings for 69 Strickland St, South Perth.

The attached plans address comments from City of South Perth's review of drawings for the above address as follows:

- Living, Dining Balcony wall adjacent to Southern boundary reduced to 9m in length, now compliant with R-codes at setback of 1.2m.
- The driveway distance to the Southern boundary retaining wall now minimum 0.5m.
- Site cover reduced to now comply with maximum 50% cover. Reduction in site cover realised by the reduction in the Living, Dining, Balcony wall to 9m and the subsequent reduction in area..
- Front fence now permeable with two columns and infill panel.

In addition to these changes the overall height of the building has been reduced by 602mm (7c) by reducing internal ceiling heights. As well as reducing the site cover as described above, this has further reduced the overshadowing impact on the adjacent lot from the previous submission.

Overshadowing

The existing plans comply with *all* relevant setback requirements of the R-Codes and the CoSP. However, due to the east-west orientation of the lot, and its 10m x 50m dimensions it exceeds the overshadowing allowance of the neighbouring Southern lot, which is also just 10m by 50m long on an east-west alignment.

Performance Criteria

The design of 69 Strickland Street does not impact the ability of the designer for 69a Strickland St to meet the four performance criteria listed in the R-Codes under 3.9.1. Two separate and different design examples are attached to this submission to demonstrate the ability to meet these criteria as detailed below.

- Outdoor living areas: There is ample space for an outdoor living area to the rear of the Southern lot as there is minimal overshadowing to the rear 19.5m of the blocks length

(39%). This has been achieved by keeping the home at 69 Strickland to a single storey at the rear of the block.

Both example designs show how the alfresco (outdoor living area) can be positioned without compromise outside of the overshadowing area to take advantage of Northern and Western sun. Also swimming pools can be positioned in direct light.

- Balconies or verandahs: The design allows the Southern neighbour solar access to a front balcony by setting the home back 9.6m from the front boundary. This is well in excess of the setback minimum and significantly reduces the overshadowing to the front of the Southern neighbours lot. Also, the design positions the home lower in the ground than is necessary, allowing solar access to higher points of the neighbouring home.

The double storey example contains a front balcony which is not overshadowed. The three storey example also has a front balcony off the living room which is not in shadow.

- Major opening to habitable rooms: There is ample space to the rear of the property for solar access.

The double storey example shows the major living area with access to direct sun light from the North and West.

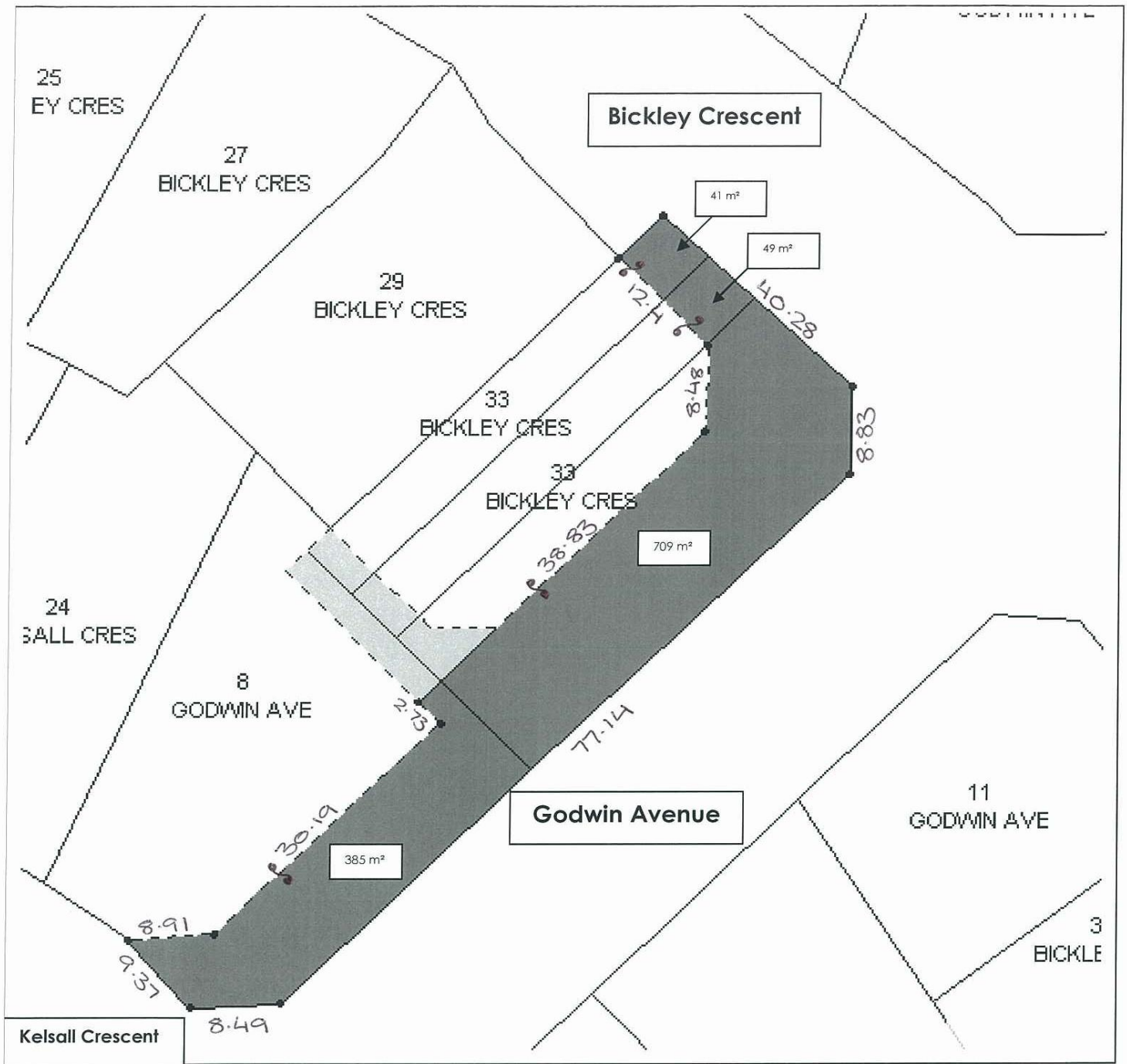
The three story example has its living areas on the top floor to take advantage of the Eastern outlook from the blocks elevated position. Due to the lowered position of 69 Strickland St, the top floor is entirely outside of the shadow. This example design has additional living space on the ground floor which is also outside of the shadow.

- Solar Heating Devices: Due to its lowered position the design for 69 Strickland St does not impact any future home on the Southern blocks use of roof mounted solar devices as shown on the elevation diagram showing no overshadowing to the roof of double or tri storey home.

Thank you for your assistance in this matter and I look forward to receiving a positive response to this application.

Regards

Carl Barbato
Building Manager
Premier One Constructions



PROPOSED CLOSURE PLAN

**SURPLUS ROAD RESERVE
 PORTION OF BICKLEY CRESCENT, GODWIN AVENUE AND KELSALL CRESCENT, MANNING
 (NORTH EAST SIDE BETWEEN KELSALL AND BICKLEY CRESCENTS)**

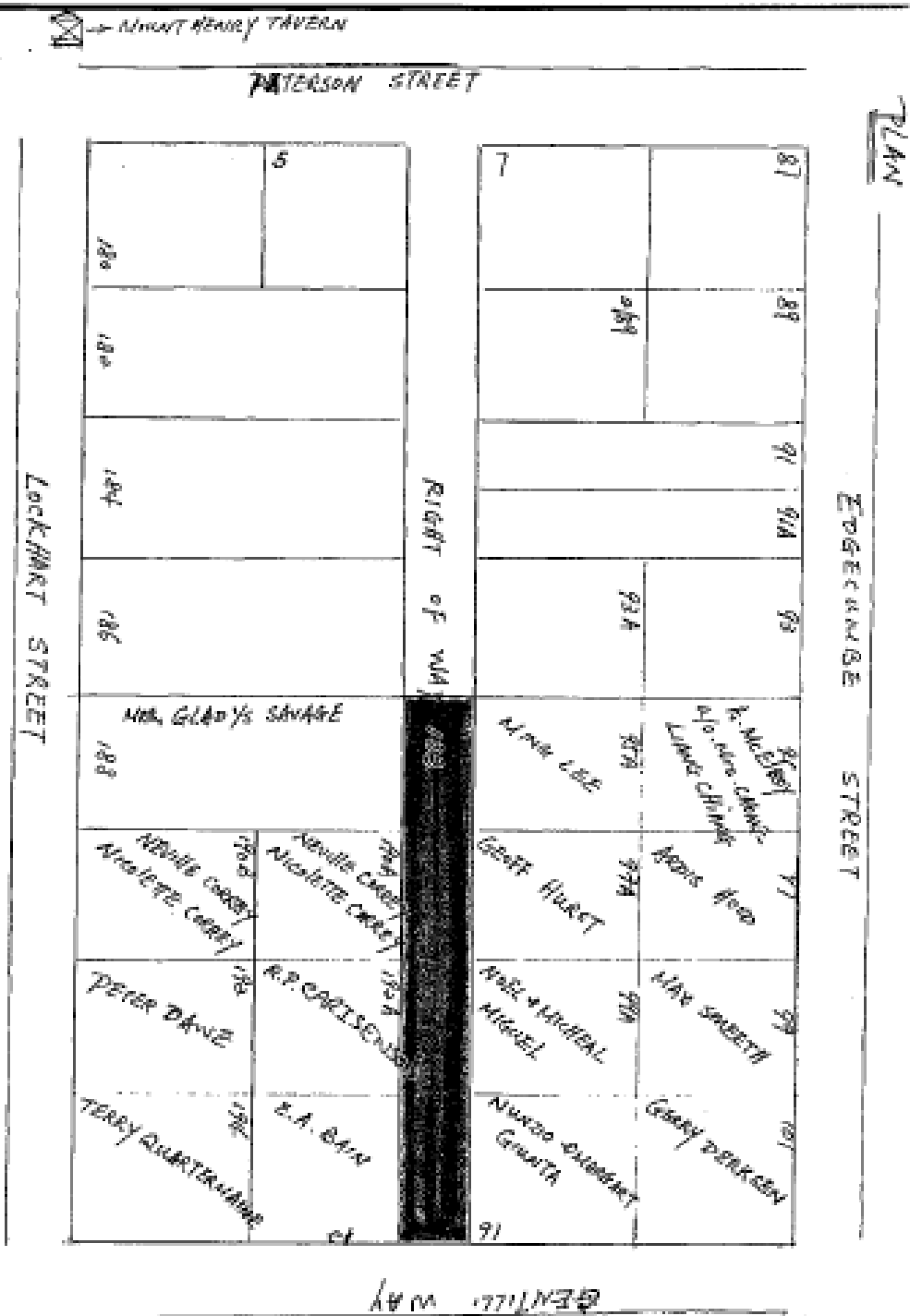
NOVEMBER 2007

KEY:

- SURPLUS ROAD RESERVE (TOTAL AREA = 1184 m²)
- RIGHT-OF-WAY NO. 127 (TOTAL AREA = 123 m²)
- CURRENT PROPERTY BOUNDARY OF LOTS 4, 5, 6 AND 7
- PROPOSED PROPERTY BOUNDARY OF LOTS 4, 5, 6 AND 7

Notes:

- The Right-of-Way No. 127 closure is progressing separately to this proposed road closure.
- Dimensions and areas indicating individual lot allocations are approximations only.





Our ref: 402/2/11/3P3&P2
Your ref: ROW 106
Enquiries: Lindsay Baxter (9264 7663)

CITY OF SOUTH PERTH	
5 SEP 2007	
Doc ID No:	_____
File No:	Row 106
Original To:	PS
Action:	<input checked="" type="checkbox"/> _____

Mr Rod Bercov
Manager, Development Services
City of South Perth
Civic Centre, Cnr Sandgate Street & South Terrace
SOUTH PERTH WA 6151

Attention: Ms Sarah Brown

Dear Mr Bercov

PROPOSED PARTIAL CLOSURE OF RIGHT OF WAY NO. 106 IN BLOCK BOUNDED BY CALE, LOCKHART, HENLEY AND ROBERT STREETS, COMO

I refer to your letter dated 5 February 2007 requesting a review of the decisions on this matter made previously by the Western Australian Planning Commission. In this regard, the Commission has resolved:

1. Not to support the proposed closure of Rights-of-way 82 and 106 for those reasons outlined under cover of its letters dated 22 August 2006 and 15 November 2006;
2. To advise that alternative design measures to address traffic management issues on these rights-of-way should be considered as part of the City of South Perth's forthcoming upgrading program. Such options may include installation of traffic calming devices, signage and/or implementation of a one-way-traffic system dependent upon the specific design considerations application to each right-of-way.

Yours faithfully

for Moshe Gilovitz
Secretary
Western Australian Planning Commission

31 August 2007



Albert Facey House, 469 Wellington Street (cnr Forrest Place), Perth, Western Australia 6000
Tel: (08) 9264 7777; Fax: (08) 9264 7566; TTY: (08) 9264 7535; Infoline: 1800 626 477
e-mail: corporate@wapc.wa.gov.au; web address: http://www.wapc.wa.gov.au
ABN 35 482 341 493



Our ref: 402/2/11/3P3&P2
Your ref: ROW 106
Enquiries: Lindsay Baxter (9264 7663)

CITY OF SOUTH PERTH	
5 SEP 2007	
Doc ID No:	_____
File No:	Row 106
Original To:	PS
Action	<input checked="" type="checkbox"/> _____

Mr Rod Bercov
Manager, Development Services
City of South Perth
Civic Centre, Cnr Sandgate Street & South Terrace
SOUTH PERTH WA 6151

Attention: Ms Sarah Brown

Dear Mr Bercov

PROPOSED PARTIAL CLOSURE OF RIGHT OF WAY NO. 106 IN BLOCK BOUNDED BY CALE, LOCKHART, HENLEY AND ROBERT STREETS, COMO

I refer to your letter dated 5 February 2007 requesting a review of the decisions on this matter made previously by the Western Australian Planning Commission. In this regard, the Commission has resolved:

1. Not to support the proposed closure of Rights-of-way 82 and 106 for those reasons outlined under cover of its letters dated 22 August 2006 and 15 November 2006;
2. To advise that alternative design measures to address traffic management issues on these rights-of-way should be considered as part of the City of South Perth's forthcoming upgrading program. Such options may include installation of traffic calming devices, signage and/or implementation of a one-way-traffic system dependent upon the specific design considerations application to each right-of-way.

Yours faithfully

for Moshe Gilovitz
Secretary
Western Australian Planning Commission

31 August 2007



Albert Facey House, 469 Wellington Street (cnr Forrest Place), Perth, Western Australia 6000
Tel: (08) 9264 7777; Fax: (08) 9264 7566; TTY: (08) 9264 7535; Infoline: 1800 626 477
e-mail: corporate@wapc.wa.gov.au; web address: http://www.wapc.wa.gov.au
ABN 35 482 341 493

Community Partnership



The Parties

The parties to this agreement are:

City of South Perth ('the City')
Cnr Sandgate Street and South Terrace
SOUTH PERTH WA 6151

and

Southcare Incorporated
54 Bickley Crescent
MANNING WA 6152
ABN: 33 028 429736

as the Auspicing body for;

South Perth Aboriginal Community Group Moorditj Keila

c/o Southcare Incorporated
54 Bickley Crescent
MANNING WA 6152

Community Partnerships

Background

Joint Objectives

This Community Partnership Agreement outlines ways in which the City and the South Perth Aboriginal Community Group Moorditj Keila (Moorditj Keila) will work together on the following initiatives for the benefit of the City of South Perth Community;

1. Promote a greater understanding and respect for the Noongar culture and other Aboriginal people
2. Collaboration on Fiesta, other community events and Art projects
3. Facilitation of relationships between the City of South Perth, the Moorditj Keila and other community organisations
4. Exploration of opportunities for collaboration including but not limited to an Aboriginal Community Arts Centre, Aboriginal Church and hostel
5. Collaboration on support services including but not limited to Elders, women, men, youth, children, families

City of South Perth

The City of South Perth recognises that effective community outcomes can best be achieved by working in partnership with organisations towards common goals. The City is committed to identifying partnering opportunities and developing Community Partnership Agreements that are aimed at delivering benefits to the City of South Perth Community.

The goals of the Community Partnerships program are to:

1. provide opportunities to develop partnerships between the City and the community;
2. enable groups and individuals to maximise their development opportunities;
3. provide an equitable means by which community groups can access funding;
4. provide a process for distributing funds to meet defined outcomes; and
5. involve stakeholders in a shared approach to the development of projects and services in the City.

The City of South Perth's Mission is;

To enhance the quality of life and prosperity of our community

Within the City's Strategic Plan sits six goals, one of which is Community Enrichment. Strategy 2.2 under this goal states;

"Develop community partnerships that will be mutually beneficial with stakeholder groups including educational institutions, service clubs, the business community and other organisations"

The City's Community Partnership program is part of this strategy.

South Perth Aboriginal Community Group Moorditj Keila

The South Perth Aboriginal Community group Moorditj Keila (happy healthy dolphin) is the name given to the group by native title holder and elder Mrs Dorothy Winmar of Manning. The dolphin is significant to Aboriginal people for the Canning and Swan River areas adjacent to the City of South Perth. The group is committed to building healthy relationships and promoting safe and happy lives for our children, youth, women, men and the family unit.

Moorditj Keila's Mission Statement is to develop the capacity of the Aboriginal community in partnership with the broader community to empower individuals and families to build a community of trust, engagement and participation for the mutual benefit of all.

Moorditj Keila is the umbrella group for the Moorditj Yorgas (Women's) Danjoo Wangkanining group and Marmans (Men's) group, working collaboratively with Southcare's Aboriginal Family Support Services and relevant stakeholders in developing and supporting an holistic health and well-being service to Aboriginal people encompassing wider community benefits.

The Operative Part

1. Term of Partnership Agreement

This agreement commences on2007 and will terminate on 30 June 2011 .

2. Funding & Support

2.1 The City will provide Moorditj Keila with \$5,500 (exclusive of GST) as a part of this partnership agreement for the 2007/08 financial year.

2.1.1 Funding for each of the remaining financial years of the term of the agreement is subject to the City's annual budgeting processes.

2.2.2 Details of funding for each of the subsequent years of the agreement shall be attached as an addendum to this agreement.

2.2.3 The funding is provided to assist Moorditj Keila to implement programs detailed in Clause 5.

2.2 Under this agreement the City will provide premises for Moorditj Keila to undertake programs and activities

2.2.1 Manning Hall - Fridays 6am - 2pm free of charge plus up to six additional free uses of Manning Hall per year subject to the City's booking procedures for activities of Moorditj Keila

2.2.2 Manning Hall - exclusive use of the large room for storage purposes.

2.2.3 Administration Space - subject to City procedures and availability of venues, to provide exclusive use of a venue as a base for the coordination of Moorditj Keila programs

2.3 Funding and support under this agreement is subject to the City receiving a Memorandum of Understanding (MOU) between the Moorditj Keila and Southcare Inc. The MOU will demonstrate that Southcare Inc. has agreed to auspice the partnership on behalf of the Moorditj Keila and that Southcare's Public Liability insurance policy covers the activities of Moorditj Keila.

2.4 The funding and terms of the partnership will be reviewed upon termination of this agreement.

3. Auspicing

As a non incorporated group South Perth Aboriginal Community Group Moorditj Keila must enter into this agreement through an auspice (sponsoring) body who is an incorporated non-profit organisation.

The Auspice body must include its name, Australian Business Number (ABN) and GST details in the agreement.

The partnership agreement must clearly identify who will actually be undertaking the project under the authority of the auspice body.

The City will treat a partnership agreement by auspice bodies as if they were made by the organisation carrying out the activity. However, responsibility for receiving and acquitting any funding remains with the auspice body as per MOU.

4. GST

The City will not provide funding until it receives written evidence of Southcare's Australian Business Number (ABN) and fully compliant Tax Invoices as per GST legislation.

5. Programs

5.1. Moorditj Keila agree to facilitate and deliver community support programs including the Elders group, the breakfast program, community camps, the women's group, a playgroup, the men's group, youth outreach services and health and lifestyle programs.

5.2. Moorditj Keila and the City of South Perth agrees to collaborate on the Aboriginal content of the annual South Perth Fiesta. Opportunities for collaboration will be identified and the details agreed upon during the preparation period of Fiesta.

5.3. The City of South Perth will support the Moorditj Keila to deliver NAIDOC week. The support will include facilitating collaboration between the group, other Aboriginal groups, and schools. Other opportunities for support will be identified and agreed upon during the preparation of NAIDOC week.

5.4. Moorditj Keila will host and coordinate an Elders Breakfast which will celebrate Aboriginal culture.

6 Promotion

The parties will promote the Community Partnership in any appropriate communication and public relation opportunities.

7 Indemnity

7.1 Moorditj Keila agrees to indemnify the City for loss or damage to any person or property arising from the performance of Moorditj Keila under this Agreement.

7.2. This indemnity includes, but is not limited to, loss or damage:

7.2.1. arising from claims and actions; and

7.2.2. resulting in the payment of damages and costs.

7.3.0 This indemnity includes, but is not limited to, loss or damage in connection with:

7.3.1 loss of life;

7.3.2 personal injury; and

7.3.3 loss or damage to property.

7.4 Southcare in its capacity as the auspicing body will indemnify the City of South Perth for Southcare's legal liability to pay compensation (including claimants' costs, fees and expenses) in accordance with the law of Australia or assumed under contract or agreement in respect of:

- (a) Personal Injury
- (b) Property Damage
- (c) Advertising Liability
- (d) Defamation

as a result of an occurrence happening in connection with Southcare's business or Southcare's products and/or work performed by or on behalf of Southcare.

8. Termination

8.1. The Parties agree that this Agreement will terminate if both Parties agree in writing to terminate this Agreement.

8.2. The Parties agree that this Agreement will terminate if Moorditj Keila dissolves or goes into administration.

8.3. The Parties agree that this Agreement will terminate if the City gives Moorditj Keila two weeks notice in writing after Moorditj Keila has breached a clause of the Agreement and continues to breach that clause of the Agreement after the City has given Moorditj Keila a notice in writing to remedy the breach within 30 days.

8.4. If this Agreement is terminated then the parties agree that Moorditj Keila will return to the City all of the Funding that Moorditj Keila has not been applied or committed to its Programs.

8.5. The Parties agree that this Agreement will terminate on 30 June 2011.

9. Accounting

9.1. Moorditj Keila agrees to maintain proper books of accounts and financial statements.

9.2. Moorditj Keila agrees to allow the City to view its books of accounts and financial statements related to programs identified in Clause 8.1 upon request.

9.3. If requested by the City, Moorditj Keila agrees to engage an independent auditor to audit the Moorditj Keila books of accounts and financial statements in relation to the Funding.

9.4. Moorditj Keila, as auspiced by Southcare, agrees to allow the City to view the audit statements identified in Clause 8.3 upon request.

9.5. Moorditj Keila agrees to provide the City with an Acquittal Report detailing how the funds were acquitted by December 31 of each year of the agreement.

10. Notices

Each party shall give all notices in writing to the other party at the address each party nominates for this purpose.

11. Interpretation

11.1. In this Agreement:

11.1.1 words expressed in the plural shall also include the singular and words expressed in the singular shall also include the plural; and

11.2 In this Agreement the following definitions shall apply:

11.2.1 "Agreement" means this Deed of Agreement for the purpose of Funding.

11.2.2 "Funding" means the amount detailed in clause 2.1 of this agreement that the City provides to Moorditj Keila.

11.2.3 "GST" has the same meaning as it has in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*; and

11.2.4 "Programs" means all community programs that Moorditj Keila provides in order to meet the objectives of this partnership agreement.

11.2.5 'Southcare' is the body that agrees to auspice the partnership on behalf of the Moorditj Keila

Execution and date

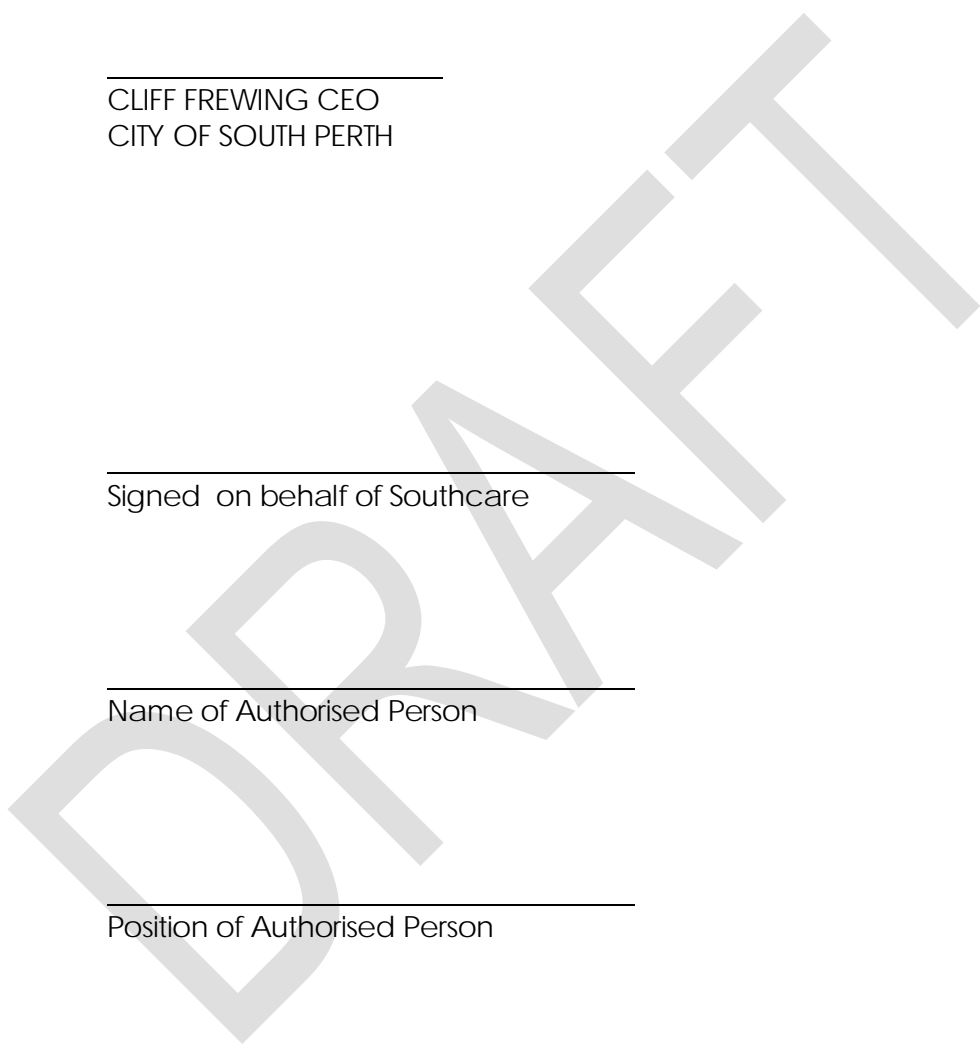
Executed as an agreement on 2007.

CLIFF FREWING CEO
CITY OF SOUTH PERTH

Signed on behalf of Southcare

Name of Authorised Person

Position of Authorised Person



DRAFT



Strategic Plan Goal 3
Environmental Management

POLICY P398

Applications for Planning Approval:
Applicant's Responsibilities

Relevant Management Practice
Nil

Relevant Delegation
Delegations DC 342 and DM 342

Rationale

Applications for planning approval are assessed to ensure compliance with all statutory requirements and policy provisions. The Council must also be satisfied that any proposed development will preserve or enhance the amenity of the locality. The Council endeavours to assess and determine applications in an effective, comprehensive, accurate and timely manner. To assist the Council in this regard, applicants are expected to submit complete and accurate documentation. This Policy identifies certain documentation that applicants are required to submit, in addition to items specified in Town Planning Scheme No. 6. The Policy also clarifies the limited extent of permissible variation from planning approval drawings at the building licence stage.

Policy

1. Status

This Policy is a planning policy prepared, advertised and adopted pursuant to clause 9.6 of Town Planning Scheme No. 6 (TPS6). Under clause 1.5 of TPS6 all planning policies are documents supporting the Scheme.

Clause 7.2 of TPS6 specifies the drawings and information that applicants are required to submit when applying for planning approval. Sub-clause (2)(c) of clause 7.2 provides for the submission of "*any other plan or information that the Council may reasonably require to enable the application to be determined.*" Pursuant to clause 7.2(2)(c), in addition to the documents specifically identified in clause 7.2, this Policy specifies other plans and calculations which the applicant is required to submit, and also refers to a check-sheet to be submitted by the applicant.

2. Objective

To facilitate effective, comprehensive, accurate and timely processing of applications for planning approval for proposed development, by identifying documentation to be submitted by the applicant.

3. Scope

This Policy applies to any application for planning approval for proposed development and to the approved drawings and conditions of planning approval.

4. Applicants' responsibilities when applying for planning approval

In addition to other documents submitted with an application for planning approval for proposed development, the Council requires submission of the following:

(a) Plans and calculations relating to Plot Ratio

(i) Plot Ratio Plans

In every case where the assessment of an application for planning approval involves a plot ratio calculation, in addition to the required floor plans, the applicant is to submit a separate set of those floor plans ('Plot Ratio Plans'), at a scale of 1:100, clearly indicating which portions of each floor of the building are included in the plot ratio area, calculated according to the definition of 'plot ratio' contained in TPS6 in the case of non-residential development, or the R-Codes in the case of residential development.

For each level of the building, the plot ratio area is to be depicted by means of bordering and distinctive colouring or other technique, on the Plot Ratio Plans. For each component, the area, in square metres, is to be recorded on the Plot Ratio Plans.

(ii) Plot ratio calculations

The applicant is to also provide, in tabulated form, the following information:

- the total site area shown on the Certificate of Title;
- the plot ratio areas of each floor of the building;
- the total plot ratio area for the entire building; and
- the overall plot ratio figure expressed as a ratio between the site area and the total plot ratio area for the entire building.

(b) Plans and calculations relating to Open Space

(i) Open Space Plans

In every case where the assessment of an application for planning approval involves an open space calculation, in addition to the required site plan, the applicant is to submit a separate copy of the site plan ('Open Space Plan'), at a scale of 1:100, clearly indicating which portions of the site comprise open space, calculated according to the definitions of 'open space', 'communal open space' and 'outdoor living area' contained in the R-Codes.

The open space is to be depicted by means of bordering and distinctive colouring or other technique, on the Open Space Plan. For each component, the area, in square metres, is to be recorded on the Open Space Plan.

In the case of Multiple Dwelling proposals, communal open space areas are to be identified separately from other areas of open space. In the case of Grouped Dwelling and Single House proposals, outdoor living areas are to be identified separately from other areas of open space.

(ii) Open space calculations

The applicant is to also provide, in tabulated form, the following information:

- the total site area shown on the Certificate of Title;
- the areas, expressed in square metres, of total open space and communal open space or outdoor living area; and
- the percentage of the site comprising the total area of open space.

(c) **Plan and calculation relating to Landscaped Area**

In every case where the assessment of an application for planning approval for non-residential development involves a calculation of landscaped area, on the required site plan or a separate copy of the site plan at a scale of 1:100, the applicant is to clearly indicate which portions of the site comprise landscaped area as referred to in TPS6 and defined in the R-Codes.

The landscaped area is to be depicted by means of bordering and distinctive colouring or other technique, on the site plan. For each component of the landscaped area, the area, in square metres is to be recorded on the site plan.

The applicant is to also provide, in tabulated form, the following information:

- the total site area shown on the Certificate of Title;
- the total landscaped area, expressed in square metres; and
- the percentage of the site comprising the landscaped area.

(d) **Applicant's Planning Assessment Check-Sheets**

Every application for planning approval is to be accompanied by an '*Applicant's Planning Assessment Check-Sheet*', completed by the applicant. Various check-sheets for different kinds of applications are available on the City's web site at www.southperth.wa.gov.au. Applicants need to use the check-sheet applicable to their particular application.

By completing and submitting an '*Applicant's Planning Assessment Check-Sheet*', the applicant is certifying that all of the required documents and information have been submitted to enable the City to determine compliance with TPS6, the R-Codes and Policies. The applicant is also acknowledging that additional information may be required in particular instances.

5. **Major Variations from Planning Approval not Permitted**

When planning approval is granted for a proposed development, the approval relates to the drawings and other documents submitted in support of the application. The planning approval does not relate to any later drawings incorporating major variations from the approved drawings. Therefore, the subsequent drawings submitted with a building licence application are required to be consistent with the planning approval drawings and to also demonstrate compliance with any conditions of planning approval. To ensure consistency between planning approval and building licence drawings, and to facilitate the Planning Officers' cross-checking of these documents, the following provisions apply:

(a) **Applicant is to identify all variations**

When submitting a building licence application, an applicant who proposes any variations from the planning approval drawings is to submit a written description of the variations, together with a request for approval of those variations. Unless the written description clearly identifies all major and minor variations, the description is to be accompanied by drawings highlighting the variations.

(b) Major variations

- (i) Where the building licence drawings incorporate major variations from the planning approval drawings, the building licence proposal will constitute a different development for which planning approval has not been granted. In this situation, a new application for planning approval will be required. Alternatively, the building licence drawings would need to be modified to maintain consistency with the planning approval drawings.
- (ii) Changes which constitute 'major' variations from the planning approval drawings include, but are not limited to, the following:
- Major changes to the exterior of buildings.
 - Where at a Council meeting, the Council exercised discretion in relation to the approval of setbacks, any proposed further variation.
 - Where the approved setback complies with the setback prescribed in TPS6 or the Acceptable Development provisions of the R-Codes and a proposed variation would involve the exercise of discretion.
 - Major variations from the approved site layout and the design of car parks.
 - Any increase in plot ratio area where the increased plot ratio exceeds the prescribed maximum.
 - Any reduction below the minimum requirements for the total area of open space and for communal open space or outdoor living area.
 - Any reduction below the minimum requirement for landscaped area.

(c) Minor variations

- (i) Where any variations from the approved 'Planning' drawings are determined to be minor variations, the assigned Planning Officer is to record the reasons for this conclusion. The building licence drawings will then be accepted as being consistent with the planning approval drawings.
- (ii) Changes which constitute 'minor' variations from the planning approval drawings include, but are not limited to, the following:
- Internal changes to the layout of rooms or other spaces, subject to the changes not resulting in conflict with provisions of TPS6, R-Codes or Council Policies.
 - Minor and inconsequential changes to the exterior design of buildings.
 - Minor variations from the approved site layout and the design of car parks.
 - Minor variations from approved setbacks which comply with TPS6 or the Acceptable Development provisions of the R-Codes, provided that the reduced setbacks comply with the prescribed minimum.
 - An increase in plot ratio area of not more than 1%, provided that the increased plot ratio does not exceed the prescribed maximum.
 - A reduction in open space of not more than 1%, provided that the reduced area meets the minimum requirements for the total area of open space and for communal open space or outdoor living area.
 - A reduction in the landscaped area of not more than 1%, provided that the reduced area meets the prescribed minimum.

Other in Force Documents

- Town Planning Scheme No. 6
- Residential Design Codes

Other Related Information

- Information Sheet 'Applying for Planning Approval'
- Information Sheet 'Applying for a Building Licence'
- Information Sheet 'Thinking of Building?'

Stakeholders

- Development applicants, owners, builders
- Neighbours, community
- Council, City staff

Adoption for community consultation	27 November 2007
Final adoption	2008
Last Review	Nil
Date of Next Review	2009

DRAFT



Planning Services
**APPLICANT'S
 PLANNING ASSESSMENT
 CHECKLIST**

Proposed New Dwellings
 AND Additions and Alterations to Existing Dwellings
 (Note: This checklist applies to all forms of dwellings)

PLEASE NOTE:

- * Lodge this checklist with your application, with the self-check completed.
- * An application will only be accepted if all information is correctly supplied.

Office Use Only	
Date Checked	
Officer	
Pass?	Yes / No

Checklist

Self check ✓ or ✗	Officer check ✓ or ✗
----------------------	-------------------------

Forms

1. Schedule 6 completed and signed by the owner(s) of the land.		
2. Copy of 'Offer and Acceptance' if property is being purchased.		

Letter

3. A letter explaining any variation from the Residential Design Codes, Town Planning Scheme No. 6 or Council Policy. Refer to information on application form.		
---	--	--

Fees

4. Check the 'Planning Services Fees Schedule'		
--	--	--

Site Plan (scale 1:200 or 1:100)

5. 3 copies of the site plan showing the information listed in points 5 to 15 below.		
6. Accurate position, type and height of all existing trees above a height of 3.0 metres on the land and indicating which (if any) of those trees will be removed.		
7. The location of street trees, crossover, power poles etc in the road reserve (front verge) in front of the subject lot(s).		
8. The existing contours and natural ground levels of the subject lot(s), adjoining land, streets, footpaths and street and other vehicle carriageways.		
9. The location of proposed buildings on the subject lot(s).		
10. The finished floor levels of proposed buildings and proposed finished ground levels on the lot.		

Planning Services Planning Application Checklist:

Proposed *New Dwellings* AND Additions and Alterations to Existing Dwellings

11. Details of retaining walls or embankments required to support any proposed cutting or filling of the existing ground surface, including the height of the proposed retaining walls relative to existing ground levels.		
12. The existing and the proposed means of access for pedestrians and vehicles to and from the land.		
13. The location, number, dimensions and layout of all car parking spaces intended to be provided.		
14. The location and dimensions of open space areas.		
15. The following details of existing development on adjoining land:		
(a) the location of any buildings and the location of all windows facing the proposed development;		
(b) the location of any vehicle access way, driveway or crossover located within 3 metres of the side boundary adjoining the development site;		
(c) the ground levels of the adjoining land adjacent to the side boundary; and		
(d) the floor levels of buildings located on the adjoining lots.		

Floor Plans (Scale 1:100)

16. 3 copies of drawings showing floor plans of any building proposed to be erected or altered and of any building intended to be retained.		
17. Proposed use of all portions of the buildings.		
18. All openings in external walls.		

Elevations (Scale 1:100)

19. 3 copies of drawings showing all elevations of any building proposed to be erected or altered and of any building intended to be retained.		
20. All openings in external walls.		

Specifications

21. 3 copies of a specification outlining the type and colour of materials to be used in the construction of buildings, and the type of materials to be used in the construction of driveways, fences and retaining walls.		
--	--	--

Shadow Diagram

22. A shadow diagram which demonstrates compliance with the provisions of clause 3.9.1 (Solar Access for Adjoining Sites) of the Residential Design Codes 2002.		
---	--	--

Other: In addition to the above information, please supply the following information if it is relevant to the application.

23. <i>If the proposal is on a corner lot,</i> the type and height of existing and proposed fencing on the land.		
24. <i>If the site slopes more than 300mm,</i> natural ground levels at the boundary imposed on elevations.		
25. <i>If Grouped Dwellings are proposed,</i> composite elevation drawings.		

Attachment 10.3.1(b)

26. <i>If Grouped Dwellings proposed,</i> the type and height of existing and proposed internal fencing on the land.		
27. <i>If additions to Grouped / Multiple Dwellings are proposed,</i> a separate site plan showing the location and floor plan of all existing buildings.		
28. <i>If 3 or more new Grouped / Multiple Dwellings are proposed,</i> supply 3 copies of a Landscaping Plan. All landscaping plans must indicate the following:		
a) the location of every building on the subject site;		
b) the layout and location of pedestrian spaces, pavements, grassed areas, areas covered with ground cover planting, organic or inorganic materials, shrubs and garden beds and the location of existing and proposed trees;		
c) the quantity of shrubs to be planted in each landscaped area and the types of existing and proposed trees; and		
d) details of any alterations or proposed alterations to the natural contours of the landscaped areas.		

Additional information that may be required. A Planning Officer will contact the applicant to advise if this information will be required.

29. <i>If a boundary (parapet) wall is proposed,</i> shadow diagrams may be required. The Planning Officer will advise what details will be required.
30. If the land is affected by a Metropolitan Region Scheme (MRS) reserve, or is adjacent to Canning Highway, Manning Road or Kent Street, a Metropolitan Region Scheme (MRS) Form 1 may be required.
31. The City may require any other plan or information pursuant to the Scheme or to enable the application to be determined.

By completing and submitting this "Applicant's Planning Assessment Check-Sheet", I, the applicant, certify that all of the required documents and information have been submitted to enable the City to determine compliance with the City's Town Planning Scheme No. 6, the Residential Design Codes 2002 and Town Planning Policies. I also acknowledge that additional information may be required.

Name of the Applicant:

Signature of the Applicant:

Date:

Checklists for other types of Planning applications are available on request from the City's office.

It is also necessary to lodge an application for a Building Licence with the Building Services Department. It is advisable to lodge the Building Licence after Planning Approval has been given.

City of South Perth
 Sandgate Street
 SOUTH PERTH WA 6151
www.southperth.wa.gov.au

Ph: 9474 0777
 Direct line: 9474 0713
 Fax: 9474 2425
 Email: planning@southperth.wa.gov.au

DYSON BUSINESS CENTRE
OWNERS OF STRATA PLAN 18436
95 Canning Highway, South Perth WA 6151

3 August 2006

City of South Perth
Civic Centre
Cnr Sandgate Street
& South Terrace
SOUTH PERTH WA 6151

CITY OF SOUTH PERTH		
9 AUG 2006		
Doc ID No:	
File No:	CAG/95	
Original To:	TL/PS	
Action <input checked="" type="checkbox"/>	Info <input type="checkbox"/>	File <input type="checkbox"/>

Attention: Mr Christian Buttle

Dear Sir

RE: 95 Canning Highway, South Perth.

We refer to the on-site meeting with yourself, Sebastian Camillo, Martin Ford and the undersigned, whereas the Owners of Dyson Business Centre sought advice as to a practical solution to the following:

1. The provision of a workable on-site bin enclosure to service the needs of the building
2. City of South Perth approval for Dr. Ford to continue operating the existing dental practice within the building.
3. City of South Perth approval for an alteration to the Strata Plan No. 18436 so as the common property area designated for bin storage be added to Lot 5.

Upon physical inspection of the building, we believe that it was evident to you that the originally designated area for bin storage was totally impractical and unusable. In fact the area has never been used for bin storage since the formation of the Strata Company in 1989.

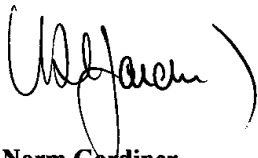
Sebastian's preferred option was to locate the bin enclosure in the North-east corner of the car park adjoining the verge. This position being an existing car bay of Lot 3 as shown on the Strata Plan.

The Strata Company, in principle, is prepared to agree to the aforesaid option and we are pleased to report that the respective proprietors of the part lots affected by this proposal have indicated that they are prepared to relocate parking bays. This action would be at the loss of one car parking bay owned by Dr. Ford. Dr Ford is prepared to forego a car parking bay in lieu of the City of South Perth granting approvals outlined in points (2) and (3) above.

Lot 5 will be reduced to two car bays but the Strata Company appears satisfied that the reduction of one bay will not cause undue pressure on the parking area. Parking is supplemented by 10, 1-hour bays on Dyson Street and 25 unlimited bays on Salisbury Street at the west end of the said car park.

We seek your comments regarding Town Planning requirements and The City of South Perth's assistance in resolving the issues at hand.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Norm Gardiner', enclosed in a large, stylized right-facing curly bracket.

Norm Gardiner
on behalf of the owners
of Dyson Business Centre

All Correspondence to be sent to:
Suite 6 / 95 Canning Highway, SOUTH PERTH WA 6151

URBAN REALTY

PHONE NO. : 3648911

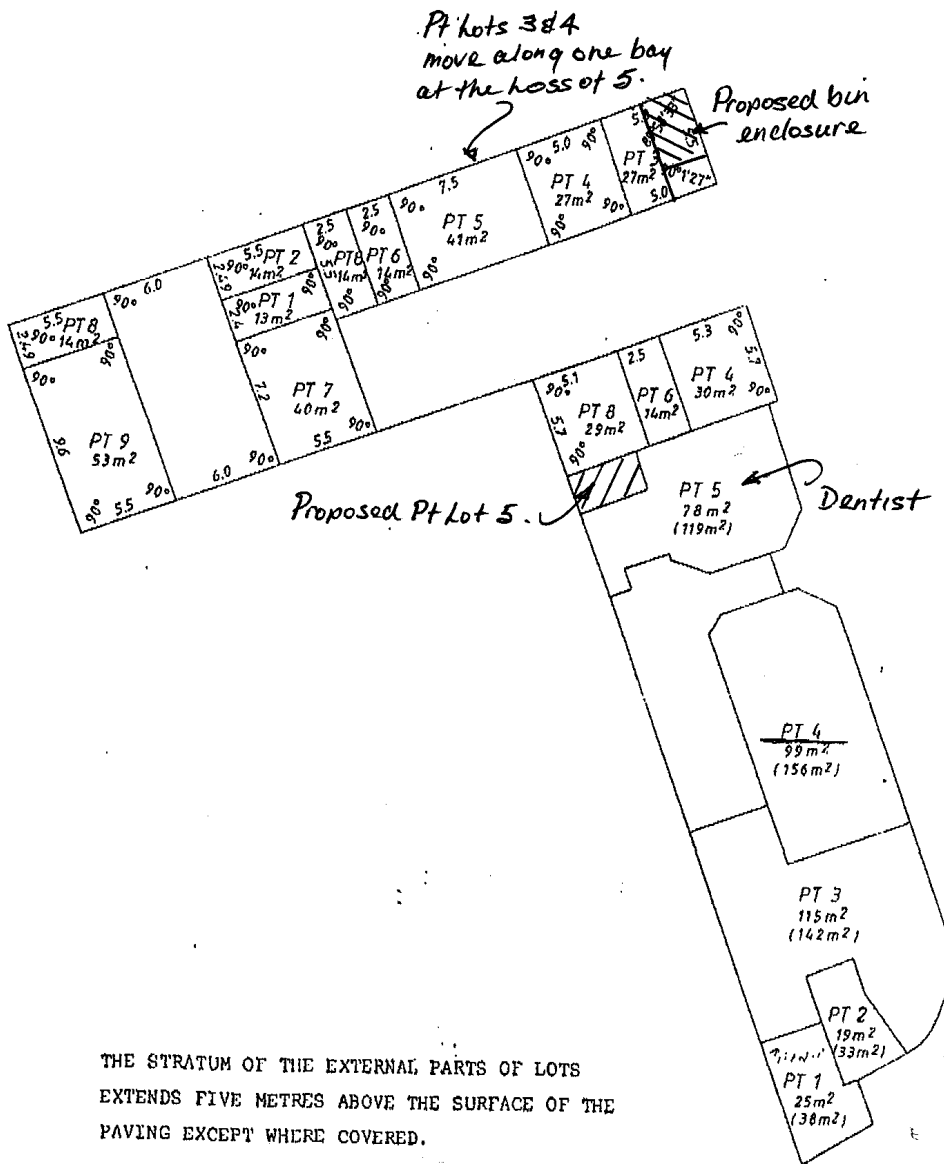
OCT. 18. 1995 3:06PM P 3
PHONE NO. : 09 4743900

SHEET No. 1 OF 3 SHEETS

CA5

STRATA PLAN No. 18436

GROUND FLOOR





CONTENTS.

- 1. Summary.....4
- 2. Introduction and Background.....4
- 3. Site Development5
- 4. Vehicle Parking.....8
- 5. Provision for Service Vehicles11
- 6. Hours of Operation12
- 7. Conclusions12



1. Summary

This report provides a statement on the parking usage and provision for the present use of the three storey business building situated at 95 Canning Highway, South Perth. The building is used by a variety of businesses and is operated under a strata agreement. The property has three road frontages onto Canning Highway, Dyson Street and Salisbury Avenue.

The report was commissioned by The Owners of Dyson Business Centre as the strata body controlling the building and was prepared by Shawmac Pty Ltd.

The proposal includes the review of the number of car parking bays and the utilisation of the parking on this site and on the adjacent roads.

2. Introduction and Background

The statement considers the impact on the car parking on and around 95 Canning Highway that the use of one part of the office building as a consultancy will have on the parking demands.

The report is prepared in response to a request from Mr Norman D. Gardiner on behalf of the managing body of the site, The Owners of Dyson Business Centre.

The general location of the site is shown on figure 1.

The site is in one of several linear areas along Canning Highway identified by the City of South Perth's Town Planning Scheme 6 (TPS6) as being Highway Commercial R80 multistorey up to 10.5m height.

The existing building at 95 Canning Highway is a three storey building used for commercial, and office purposes.



Consulting Civil and Traffic Engineers, Risk Managers.



Figure 1. Site Location

3. Site Development

The property occupies Lot 50 and is L shaped, the site is shown in more detail on Figure 2 and Figure 3. The site is currently occupied by a three storey office/commercial building and associated car park. There are three street frontages being Canning Highway, Dyson Street and Salisbury Avenue with one vehicular access points onto Dyson Street. Access to Salisbury Avenue is by using an access to the adjacent property Lot 166.

The property usage is comprised of the types as shown and quantified in Tables 1 below.

	Level 1	Level 2	Level 3	On Site	Off Site	Total	Area m ²
Office	4	3 + pt 1	pt 1	-	-	8	828
Consulting room	1	-	-	-	-	1	97
Common areas							50*
Car parking bays	-	-	-	24	35	59	-

Table 1. Existing Land Use.
* estimated floor area





Consulting Civil and Traffic Engineers, Risk Managers.



Figure 2. Site and Surroundings.



Figure 3. Cadastral Lot Boundaries.





Consulting Civil and Traffic Engineers, Risk Managers.

The use of part of the building as a dental consulting room has been the reason the City of South Perth has requested a planning approval application be lodged.

The TPS6 clause 7.12 states the Council may grant planning approval to a development already commenced or completed regardless of when it was commenced or completed. However, planning approval shall not be granted pursuant to clause 7.12 unless or until the development complies with the provisions of the Scheme.

The TPS6 Highway Commercial zoning lists in its Table 1 Zoning Land Use the uses for public utility or industry-service as permitted uses and any other use as discretionary or discretionary with consultation. In the TPS6 Table 6 Parking for a Highway Commercial zoning the uses listed are industry-service, office or shop for a basic level of parking and then lists other uses that can be done in that zoning with a variation to the parking requirements. The use as consulting rooms is listed as a possible use in a Highway Commercial Centre.

Referring to TPS6 Table 1 for a Highway Commercial zoning the use as consulting rooms is a 'discretionary use with consultation'. TPS6 clause 3.3 defines discretionary use with consultation as meaning the use is not permitted unless the Council has exercised its discretion by granting planning approval after giving special notice including fourteen days advertising. In respect of a discretionary use with consultation, in exercising its discretion as to whether or not planning approval ought to be granted, the Council shall have regard to the Scheme objectives listed in TPS6 clause 1.6 and to any objectives for the precinct as stated within the relevant Precinct Plan and to such matters referred to in TPS6 clause 7.5 as Council considers to be relevant in the circumstances.

The TPS6 clause 1.6 Scheme Objectives states the overriding objective of the Scheme is to require and encourage performance-based development. That statement continues that the objective is the creation of commercial centres according to their respective designated functions so as to meet the various shopping and other commercial needs of the community and in all commercial centres, promote an appropriate range of land uses.

With regard to vehicular transportation, TPS6 clause 7.5 states in considering an application for planning approval, the Council shall have due regard to matters relevant to the proposed use and may impose conditions with respect to such matters. In the list of matters that may be relevant are the following:



"(s) whether the proposed access and egress to and from the site are adequate and whether adequate provision has been made for the loading, unloading, manoeuvre and parking of vehicles on the site;

(t) the amount of traffic likely to be generated by the proposal, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;"

The other relevant part of the TPS6 is clause 7.6 Impact Assessment Report which states before considering an application for planning approval, the Council may require an Impact Assessment Report addressing any or all of the matters referred to in clause 7.5 and any issues in the relevant Precinct Plan. Any such Impact Assessment Report is required to demonstrate that the application for planning approval is complying with the objectives for the precinct in which the development will be situated.

4. Vehicle Parking

In the City of South Perth's letter dated 15 March 2007 to the Dyson Business Centre Owners the matter of concern is the number of car parking bays according to the TPS6 criteria that apply when the land use changes from office to consulting rooms.

The extent of existing car parking available is 59 bays comprising:

- Ten unmarked bays in Dyson Street (assessed from the equivalent marked length)
- Twenty four bays on Lot 50
- One bay on Lot 166
- Twenty four bays in Salisbury Avenue

In the TPS6 Table 6 Parking, for a Highway Commercial zoning the uses listed of industry-service, office or shop require the parking to be provided at a rate of 1 bay for every 20m² of gross floor area. TPS6 Table 6 also stipulates a range of other uses with specific parking criteria that include the use as consulting rooms with the parking provision to be 1 bay for every 19m² of gross floor area with a minimum of 6; plus 1 for every person employed on the premises.



The definitions applied in the TPS6 are:

'Office': means any land or building used for administration, clerical, technical, professional or other like business activities and the term includes business services such as printing, photocopying, facsimile services, and computing services excluding hardware sales and repairs.

'Consulting Rooms': means premises used by a health consultant for the investigation or treatment of human injuries or ailments and for general outpatient care (including preventative care, diagnosis, medical and surgical treatment, and counselling).

'Gross floor area': means the area of all floors of a building measured from the outer faces of external walls, but the term does not include any balcony.

The gross floor area at the Dyson Business Centre is about 975m² and the car parking requirement if all that area was used as offices would be to provide 48 bays.

When part of the area changed in use to be consulting rooms, the change to the car parking requirements became:

Parking for office uses:	43 bays
Parking for consulting rooms	13 bays
Total car parking	56 bays

The TPS6 clause 6.3(3) states where a development site is used for multiple purposes, the number of car parking bays to be provided shall be the sum of the numbers calculated for each use separately. Hence the two uses of office and consulting must have the parking calculated separately and then added to give the desired total number of car parking bays.

The number of bays required for the consulting rooms when calculated on a gross floor area basis is the same as the number calculated for the office use of the same area – five bays. However the use as consulting rooms in TPS6 has a minimum requirement of six bays plus one bay per employee, so the number of bays required increases from five to thirteen. This calculation has been made to address the criteria of TPS6 clause 6.3(1) where, subject to TPS6 clause 6.3(4), in the case of uses listed in TPS6 Table 6, car parking bays shall be provided to the respective numbers prescribed in that table.



The dental consulting room has a staff roster that fluctuates between three and seven depending upon the number of medical professionals at work. The staffing roster is summarised in Table 2.

Time of day	Monday	Tuesday	Wednesday	Thursday	Friday	Comments
8am to 12pm	7	7	5	7	5	On the three busiest days three staff use motor cycle, bicycle or walk.
12pm to 5pm	7	6	4	7	3	

Table 2. Consulting staff roster.

The use of alternate transport methods to the single occupant car by 43% of the staff is commendable and in keeping with the objectives of Transport Oriented Design planning.

The condition imposed on the calculation of the number of car parking bays is TPS6 clause 6.3(4) where in the case of non-residential uses, the Council may grant planning approval for a development having a lesser number of car parking bays than the number prescribed in Table 6, provided that the following requirements are met:

- (a) The Council is satisfied that the proposed number of bays is sufficient, having regard to the peak parking demand for different uses on the development site.
- (c) In the Highway Commercial and the Local Commercial zones, in the case of additions which do not increase the existing floor area by more than 10%, or 50 square metres, whichever is the greater, the Council is satisfied that sufficient public parking bays are available in the vicinity of the development site to cater for the proposed development.

The peak parking demand has been gauged by monitoring the site at nine different times over two days and the findings were recorded to identify which areas of car parking were predominantly used. The results of the site monitoring are presented in Table 3 .



Consulting Civil and Traffic Engineers, Risk Managers.

Bays in Use	Number of bays	Thursday 14 June 2007					Friday 15 June 2007			
		8:15 am	10:00 am	12:30 pm	3:00 pm	5:00 pm	8:25 am	11:00 am	3:00 pm	4:30 pm
Salisbury Ave South	10	1	3	5	4	5	1	9	6	4
Salisbury Ave North	14	7	10	9	12	10	7	11	9	12
Lot 166	1	0	1	1	0	0	0	0	0	0
Rear Lot 50 south	5	1	2	2	2	1	2	3	3	2
Rear Lot 50 central	5	0	2	2	2	1	0	2	3	3
Rear Lot 50 north	9	2	3	3	3	3	1	2	2	2
Rear Lot 50 Undercover	5	1	5	4	4	2	1	2	3	2
Dyson St South	4	1	2	3	4	1	1	1	2	3
Dyson St North	6	2	3	2	3	1	2	2	2	4
TOTAL	59	15	31	31	34	24	15	31	30	32
Occupancy Rate		25%	52%	52%	58%	41%	25%	52%	51%	54%

Table 3. Existing Parking Use.

This monitored parking is for when part of the building was being used as a consulting room and, as the maximum occupancy rate of the existing parking bays is 58%, there is a strong argument that additional parking is not necessary to accommodate the existing use of the building.

The building has been used for office purposes that would require 48 car parking bays when there have been only 24 bays created on Lot 50 as a further 24 formalised bays had been created in Salisbury Avenue. The inference is that the Council used discretion under a previous TPS to approve the use of the building as offices within the Highway Commercial centre. The similar discretion is requested to be used under TPS6 clause 6.3 as the Council can be satisfied that the existing number of bays is sufficient, having regard to the peak parking demand for different uses in the building at 95 Canning Highway.

5. Provision for Service Vehicles

The four properties that form the Highway Commercial Centre between Salisbury Avenue and Dyson Street appear to have centralised the placement of their individual waste mobile bins to a place on Lot 166 that is easily accessible by the waste collection truck. There is benefit in this arrangement if mobile bins do not have to be placed on the public footpaths and the mobile bins can be emptied in a more safety controlled environment. This



arrangement may not be precisely what is required when a building approval is accessed, however it meets the intent of most TPS by having a defined collection place for waste.

6. Hours of Operation

The two major building uses in this Highway Commercial Centre are the Dyson Business Centre and a restaurant on the corner of Canning Highway and Salisbury Avenue. By evaluation of the parking patterns it is apparent that the majority of employees in the Highway Commercial Centre park their cars in Salisbury Avenue next to the restaurant during office hours and vacate those parking bays before the evening demand by the restaurant patrons. This appears to be a sensible self-governed arrangement to optimise the use of existing parking.

7. Conclusions

The existing car parking areas around the Dyson Business Centre are utilised to less than 60% of the capacity at peak parking times with the typical usage being around 50%.

The City of South Perth Council can be satisfied that the existing number of bays is sufficient, having regard to the peak parking demand for different uses in the building at 95 Canning Highway.

The existing car parking bays on the property at 95 Canning Highway and on the two adjacent roads being Dyson Street and Salisbury Avenue number 59 and that is in excess of the town planning scheme requirements for the Dyson Business Centre to utilise part of its former office area as consulting rooms.


The City of South Perth Council can grant planning approval for a development having a lesser number of car parking bays on site than the number prescribed in the Town Planning Scheme 6 Table 6.

The City of South Perth Council can pursuant to TPS6 clause 7.12 grant planning approval to a development already completed regardless of when it was commenced or completed provided the development complies with the provisions of the Scheme.



Consulting Civil and Traffic Engineers, Risk Managers.

Document Status.

Rev No.	Author	Reviewed by	Date	Issued for	Signature	Date
0	G Miles.	T Shaw.	22/06/07	Report		22/06/07

SHAWMAC PTY LTD
 ABN 51 828 614 001
 PO BOX 937 SOUTH PERTH
 WA 6951
 T: + 61 8 9355 1300 F: +61 8 9355 1922 E: shawmac@upnaway.com
 © Shawmac Pty. Ltd. 2007



Communicating with the community

We believe it's important that local residents can see the full picture, in order to be completely informed.

Under new liquor licensing legislation, the venue must operate under the broad category of a Tavern Licence. It must be emphasised that this will not be a true tavern in the accepted sense of the word. In fact, Kaseiya's new concept could not be further from a traditional tavern. A Tavern Licence is simply one of the categories used by the regulatory authority.

To enable this to be achieved, an extensive campaign will shortly be under way, which will conform to the Authority's requirements and keep local residents and businesses informed.

There is no doubt that this venue will be an enhancement on what is currently an offer locally. Quality places such as this lift the neighbourhood and add real value to a suburb.

Our concept is stylish and understated, and is aligned with the vision for this well-established and mature precinct of Como. The ambience will be in keeping with the Preston Street zone, developing a quality meeting place that will complement lifestyles and leisure time.

We plan to make the new venue an extension of our community's regular activities, not dissimilar from the kind of role that the pub plays in the life of English village communities, and we hope for your support in making this exciting new venture happen.

Please tell us how you feel
Your efforts are greatly appreciated. We ask that you indicate your positive support for the grant of this permit to the City of South Perth and by emailing us at barracuda@kaseiya.com.au.
Should you wish to ask more about our restaurant and bar concept, do not hesitate to write to us at the same email address.

* All quotes from City of South Perth's Como Beach & Preston Street Community Village Project Newsletter 2000





The background

Como Beach has enjoyed a distinguished past. Once a popular recreational area and holiday destination, it holds wonderful memories for locals and visitors from all around the Perth metropolitan area, who used to go there for holidays.

Over time, the area lost its appeal, largely due to the construction of the Kwinana Freeway, which separates Como Beach from Preston Street. However, the City of South Perth has been very keen to restore the attraction of this charming place and explore ideas for revitalisation.



Community consultation over several years has seen enthusiastic residents wish for more trees, plants and grassed areas for picnics and family outings; bicycle paths and boardwalks along the river front, as well as harder-to-achieve hopes of sinking a section of the Freeway.

The vision is for Como Beach and Preston Street to "become a meeting place for locals and visitors that offers a vibrant, friendly village-style atmosphere for all to enjoy... so that Preston Street will be an exciting place to meet, shop, relax and take in the renewed attractive environment".

Comments from locals included:

"Preston Street to have individuality i.e. like that of Logo di Como - green, friendly street dining, European feel - full of light and life..."

"To take our Community back to Preston Street."

"We take our heritage and accommodate our future..."



The community wants to see Preston Street honour local history while also celebrating contemporary design.

To this end, Kasekiya Property Group has been working with Council for many years, in a bid to make these desires a reality.

Our redevelopment of the Swanview Motel site is only the first stage of an exciting renewal process.



Embarking on the next phase

Continuing to invigorate the neighbourhood and give new meaning to the suburbs we plan to add a chic bar and dining facility that places an emphasis on quality and casual elegance, and which will include an alfresco area.

The best elements of premier inner-city bars and cafés will be brought much closer to home, so no need to worry about driving after an evening out.

Anticipating queries...

To alleviate residents' concerns, we offer a summary of our proposals for the new venue.

The proposed facility will be an all-day all-weather endeavour with an inviting atmosphere, friendly staff and responsible, responsive management.

It will be a contemporary eatery and bar/lounge, offering guests welcoming surroundings for getting together. There will also be function rooms for private events and meetings, as well as alfresco tables where you can watch the world go by.

Integral to the design and décor will be:

- a casual European-style café with a strong emphasis on providing attractive and comfortable surroundings. It will be appealing across the business and residential communities and will be the ideal spot for breakfast and light snacks;
- a full-service tapas-style bar with a wide-ranging selection of spirits, wines, beers and non-alcoholic drinks;
- a menu selection that is based on the freshest of Australian and Western Australian ingredients, including 'wild' and organic produce;
- a choice of dining in either the main area or in a private space suitable for lunches, dinners and cocktail-style events.



Setting a new standard

The café area is sure to become the meeting place for all sorts of casual get-togethers, from cyclists to book club groups, while the main eatery would be extremely well-suited to celebrations, business functions and more formal occasions.

Menu items will be freshly prepared and assembled, and will be innovative and contemporary.

There'll be a wood-fired oven and char-grilled selections. Sharing dishes won't be frowned upon; in fact, especially with the tapas offerings, it will be actively encouraged!

The bar will be a focal point, and furniture and furnishings will be a mix of lounge and table-style seating and bar stools.

We all know how important first impressions are when visiting a new venue, just as we know how much we value friendly, efficient service. To this end, particular effort will be put into the training and retaining of high-calibre staff, as a means of ensuring a consistent standard at all times.



Our Ref P7024--CSW70061.1A--CSW

Contact Carl Williams



6 September 2007

Mr Christian Buttler
City of South Perth
Civic Centre
Cnr Sandgate St & South Tce
SOUTH PERTH WA 6151

CITY OF SOUTH PERTH		
1 n SEP 2007		
Doc ID No:		
File No:	PR/11	
Original To:	PS	
Action <input checked="" type="checkbox"/>	Info <input type="checkbox"/>	File <input type="checkbox"/>

Cardno BSD Pty Ltd
ABN 77 009 119 000

Cardno BSD Centre
2 Bagot Road, Subiaco WA 6008
PO Box 155, Subiaco
Western Australia 6904 Australia
Telephone: 08 9273 3888
Facsimile: 08 9388 3831
International: +61 8 9273 3888
reception@cardno.com.au
www.cardno.com.au

Cardno Offices
Brisbane
Sydney
Canberra
Melbourne
Perth
Darwin

Cairns
Townsville
Mackay
Rockhampton
Hervey Bay
Sunshine Coast
Toowoomba
Gold Coast
Gosford
Baulkham Hills
Wollongong
Busselton

Papua New Guinea
Indonesia
Vietnam
China
Kenya
United Arab Emirates
United Kingdom
United States

Dear Christian

AQUILA CENTRE (NO. 1) PRESTON STREET, COMO - APPLICATION FOR PLANNING APPROVAL FOR BARRACUDA'S RESTAURANT

Cardno BSD is acting on behalf of Kareelya Property Group (KPG) who is representing Kasta Nominees Pty Ltd. KPG is seeking Council approval for a minor change of use of one of the previously approved ground floor café/restaurant tenancies at No. 1 Preston Street, Como.

The application proposes a Restaurant Bar and Café at the above address which has the capacity to physically cater for in excess of 160 persons, including patrons attending cocktail style events. In order to accommodate 160 persons, the venue requires a 'Tavern Licence' approved under the Liquor Licensing Act. According to the land use definitions within the City of South Perth Town Planning Scheme No. 6 (TPS6), the proposal is therefore defined as a 'Tavern' because the venue requires an approved 'Tavern Licence'.

This letter accompanies the DA and provides a justification for and explanation of the proposed use and the associated parking. Please also find attached a signed copy of the Form of Application for Planning Approval, 3 x copies of the application plan 1657 SK2.01, a copy of the Certificate of Title and a cheque for the sum of \$235 being the required application fee.

Background

Development approval was granted on September 23, 2003 for a 'Mixed Development Comprising 29 Multiple Dwellings, Offices, Cafe/Restaurants and a Multilevel Car Park' at the above address. Whilst the residential and office components of the development have been successfully sold and occupied, the proposed two ground floor cafés/restaurants (also referred to as "eating houses" by the City) have been unable to attract tenants, and as a result remain vacant.

KPG believe that the lack of interest has occurred due to the fact that the upgrading of Preston Street has not progressed sufficiently to support commercial café/restaurant ventures in this locality. After several months, a tenant has been secured for one of the tenancies but on the basis the other tenancy is not occupied by another competing facility which would result in both establishments struggling. As a consequence, a separate DA was lodged for the second tenancy and recently



6 September 2007

approved by the City of South Perth on 28 August, 2007 for the change of use from 'Café/Restaurant' to 'Sales, Information and Display Centre' (ID No. 11.2007.282.1).

On 14 November 2006, KPG obtained a Section 40 Certificate for a 'Category B Restaurant Licence' from the City of South Perth for the tenancy the subject of this DA. This requires alcohol to accompany food. Since then, the Liquor Licensing Act in Western Australia has been amended to permit the serving of alcohol without the consumption of food, and as a result, KPG was advised by the Department of Racing, Gaming and Liquor (DRGL) that for this to occur, a 'Small Bar Licence' would be required. KPG subsequently lodged a Section 40 Notice requesting a 'Small Bar Licence' with the City of South Perth on 29th May, 2007. A 'Small Bar Licence' permits the sale of alcohol to a maximum of 120 persons.

The attached Overman & Zuideveld application plan (ref 1657 SK2.01) shows 134 seats comprising 6 bar stools, 34 seats within the north-western corner of the restaurant that can be sectioned off for private meetings, 28 alfresco seats and 66 restaurant seats. With the addition of standing room patrons, there is therefore the potential for the venue to cater for more than 134 people at full capacity, meaning that a 'Small Bar Licence' is not suitable.

Upon additional consultation with the DRGL, KPG was advised to apply for a 'Tavern Licence' if the proposed venue has capacity to accommodate in excess of the limit allowed under a 'Small Bar Licence' (120 persons). As noted above, in addition to the proposed number of seated patrons, the venue can also cater for social and business functions where typically patrons will stand whilst catered food and drinks are offered.

According to the DRGL, a 'Tavern Licence' *"authorises the sale and supply of liquor, for consumption on and off the licensed premises. There is no requirement for the holder of a tavern licence to provide accommodation or meals"*.

The City of South Perth in its email dated 14th June 2007, confirmed that in order for the City to consider a Section 40 Notice for a 'Tavern Licence', the approved land use must first be consistent with the proposal, and therefore the site requires a planning application to change the use from 'Café/Restaurant' to 'Tavern'.

The City's TPS6 defines a 'Tavern' as follows: *means any land or building the subject of a Tavern Licence granted under the provisions of the Liquor Licensing Act, 1988 (as amended)*.

A Tavern is a "DC" use (Discretionary Use with Consultation) within the *Neighbourhood Centre Commercial Zone*, and as such, it is acknowledged that the application will be advertised and referred to the South Perth Council for determination.

In light of this advice, the following information contained within this letter is in support of the attached application for planning approval for a change of use of the subject unit from 'Café/Restaurant' to a 'Tavern' under TPS6.

It is important however for the Council and community to appreciate that the proposed use is not for a 'tavern' as most people would perceive this use to be but rather a restaurant and bar, which is simply categorised as a 'tavern' use due to a scheme definition.



6 September 2007

3

Details of Proposed Use

The proposed tenancy will be occupied by a restaurant bar and cafe known as Barracudas Swanview. It is anticipated that Barracudas will provide an up-market restaurant, a cocktail bar-lounge, and dedicated area for private dining, boardroom business sessions and cocktail style events. It is anticipated that patronage will comprise both corporate clients and local patrons seeking an informal and casually elegant restaurant and bar-lounge environment in which people can socialise or privately conduct professional business while dining. Patrons also however have the option to stay or meet for a drink or refreshments without necessarily having to consume a meal.

It must be stressed that the application does not propose a typical hotel style bar or tavern environment, and this is evident from the application plan, which indicates that the majority of the floor space is utilised by the restaurant tables for dining. The internal arrangements are such that the proposal provides minimal standing room around the bar, with the focus being on the restaurant patronage. There is no area dedicated for the storage of packaged liquor.

The venue only requires a 'Tavern Licence' and therefore planning approval for a 'Tavern' use due to the anticipated number of patrons being more than 120. The facility has no scope, nor is it intended to sell over the counter packaged liquor whatsoever, for consumption off the premises as would otherwise be possible at a typical tavern. The applicant is seeking DA approval and/or approval of the 'Tavern Licence' to be granted with a condition upon not serving packaged liquor for off-site consumption. The proposed Barracudas Swanview therefore does not cater for short-stay customers who would otherwise visit a typical tavern to simply purchase take-away packaged liquor.

The application does not propose any increase to the previously approved café/restaurant floor area, nor are there any external alterations proposed to the previously approved café/restaurant. The application plan prepared by Overman Zuideveld indicates that the proposed bar area is 61m²; the private dining area is 50m² and the restaurant dining area is 58m². The total public area is approximately 169m².

The venue will rely heavily on meeting the requirements of corporate clients located internally within the building, creating curb-appeal for passing pedestrian traffic, and build a good reputation on local word of mouth, with the main peak times for patrons expected after business hours and on the weekend. The proposed opening hours will be Monday to Sunday 7am to late each day, and not exceeding midnight.

The City's TPS6, and in particular Clause 3.3(3), allows for DC uses to be approved once notice of the development is given in accordance with relevant provisions of the Scheme. Support is therefore sought for this change of use application following due advertising accordingly. It is requested that any advertising clearly refers to the proposed use accordingly in terms of its description – i.e. restaurant, bar-lounge and private meeting rooms – rather than as a 'tavern', which would convey the wrong impression of the intended facility to the local community.



6 September 2007

4

Car Parking

Clause 6.3(4) of TPS6 provides specific discretionary power with respect to parking provision for non-residential uses. Clause 6.3(4) states that:

"...in the case of non-residential uses, the Council may grant planning approval for a development having a lesser number of car parking bays than the number prescribed in Scheme 6, provided that the following requirements are met:

(a) The Council is satisfied that the proposed number of bays is sufficient, having regard to the peak parking demand for different uses on the development site."

There is therefore no restriction on the ability of the Council to permit a concession for non-residential uses occurred when the "eating house" was originally approved for the subject tenancy.

The previous approval for the site did not require car parking for the proposed ground floor café/restaurants because their trading peak hours were outside standard business hours, and it was considered that the office bays would be available for the café/restaurant patrons for dinner trade on weekdays and all day on weekends and public holidays.

As previously outlined in this letter, Barracudas Swanview will not sell any over the counter packaged liquor therefore removing any requirement for short-term parking, which would otherwise be required for customers simply driving to the site to purchase packaged alcohol for off-site consumption, which would normally be expected for a typical tavern.

Due to the existing parking capacity within the development and surrounding streets, and the expected local patronage, it is not considered that the proposal will result in a significant increase in vehicles visiting the site above and beyond that created by both of the original café/restaurant ground floor tenancies, which were approved with no parking, as is sought in this application given there is no ability to provide additional parking on the site. As with the original approval for the site, the office parking will be made available for after hours and weekend patrons.

According to Table 6 of TPS6, Café/Restaurant uses require a minimum of 1 car parking bay per 5m² of dining area, whereas 'Tavern' uses require 1 bay per 3m² of public floor space used as bars, lounges, dining, and function areas, beer gardens, and areas used predominantly for games. Notwithstanding the fact that a typical tavern (with short-stay customers) would otherwise normally require additional car parking compared to a café/restaurant, the previous planning approvals for the tenancy noted the following points in the planning report to Council:

- It is anticipated that a substantial proportion of the clientele will come from the local area and therefore these patrons are not likely to visit the premises by vehicle;
- The main trade will be in the evenings when (97) parking spaces will be available for the Tavern patrons; and
- The existing parking within Melville Parade, Preston Street and Mary Street could easily accommodate any additional parking that is generated by lunch time patrons.



6 September 2007

5

It is important to note that the majority of visitors to the sales office will be during business hours predominantly on weekends, while Barracudas Swanview is anticipated to be busier outside the operating hours of the sales office.

There is also ample parking in this section of Preston Street relative to its eastern section and this will be particularly the case after hours and on the weekends when Barracudas Swanview will be most heavily visited. There is also available additional street parking within Melville Parade and Mary Street in close proximity to the site, which could easily accommodate parking associated with this use if needed. Reciprocal parking in this instance is a justifiable reason for no additional parking to be provided.


The application does not propose any increase in floor area as to what was previously granted for the 'café/restaurant', and furthermore, due to the fact that there will be no sale of packaged liquor for off-site consumption, unlike a typical tavern, Barracudas Swanview will not attract short stay customers requiring additional parking bays. To provide further comfort to the City of South Perth, the applicant is more than happy to accept a reasonable condition of planning approval which restricts the use of the site in respect to the sale of any packaged liquor for off-site consumption.

Having regard to the preceding information, approval is sought for a change of use of the site from 'Café/Restaurant' to 'Tavern' with no additional parking required to that previously approved for a restaurant use.

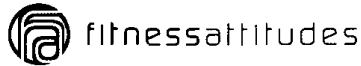
Should you have any queries, or require further clarification, please do not hesitate to contact Carl Williams or myself on 9273 3888.

Yours faithfully

A handwritten signature in black ink, appearing to read "Jenny Smithson".

 Jenny Smithson
Director
for **Cardno BSD**

Cc Kareelya Property Group – Antoine Musu



Maree Rees
40 Campbell Street
Kensington WA 6151

2nd October 2, 2007

Dear Sir/Madam,

Re: Application for Planning Approval
Shop 49a George Street Kensington

The above property will be used for the operation of a general health and slimming centre.

The business will operate under the name 'Fitness Attitudes' and involves one on one personal training incorporating low impact exercises and stretching programme. Dietary consultation is an integral part of the weight management concept and is aimed to encourage a healthy lifestyle.

Fitness Attitudes is an owner operator business and is currently being operated on a mobile basis. This has limitations as weather can be an unreliable factor to training clients. I feel having a premises located locally will benefit the people in the area.

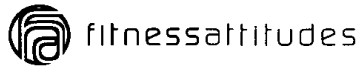
The premises are located in the center of a small commercial shopping complex with residential properties all around. There are parking bays opposite the shop on both sides of the road, side street parking is also available. In addition there is parking space within the grounds of the complex adjacent to Kennard Street.

As this business is based on a one on one management programme we see that there will be no impact on the availability of parking for any other patron of the other business's in the complex.

Should you require any further information please do not hesitate to contact me on 9367 2362 or mobile 0433300335. As I would like to commence business operations as soon as possible I would appreciate your earliest response to this application.

Yours sincerely

Maree Rees



Location: 49a George Street Kensington WA 6151
Applicant: Mrs Maree Rees
Date: 2nd October 2007
Application: An application for planning approval for consideration of a General Health and Slimming Centre at shop 49a George Street Kensington WA 6151.

Current usage: Retail commercial.

Business to provide:
One on one low impact weight management exercise programs and instruction.
Initial consultation for client to establish their goals.
Fitness assessment.
Motivation and support.
Dietary and nutritional advice.

Benefits include: Provide safe and beneficial exercises to enhance general health and wellbeing.
Clients seen by appointment only making the service personalized.

Trainer qualifications:
Certificate 3 Fitness SRF30204
Certificate 4 Fitness SRF40204
Master Trainer Certificate
Senior First Aid
Qualified to train Children to mature age clients.



Maree Rees
Fitness Attitudes
40 Campbell Street
Kensington 6151

17th October 2007

Rajiv Kapur
City of South Perth

**Proposed Change of Use (Shop to Temporary Use-Indoor Sporting Activity) for 49a
George Street Kensington**

Dear Rajiv

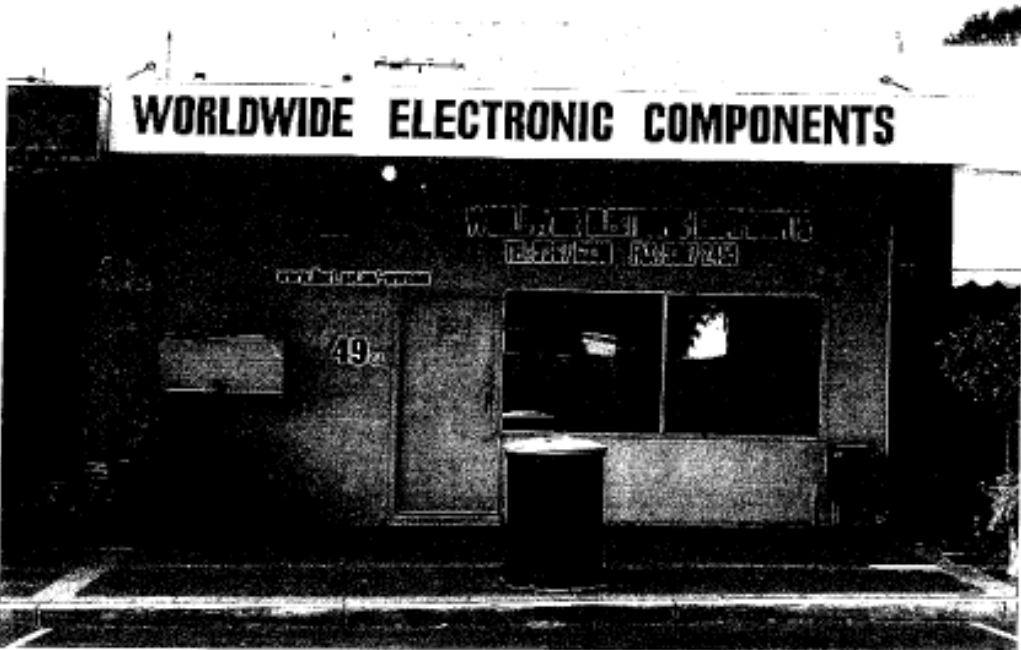
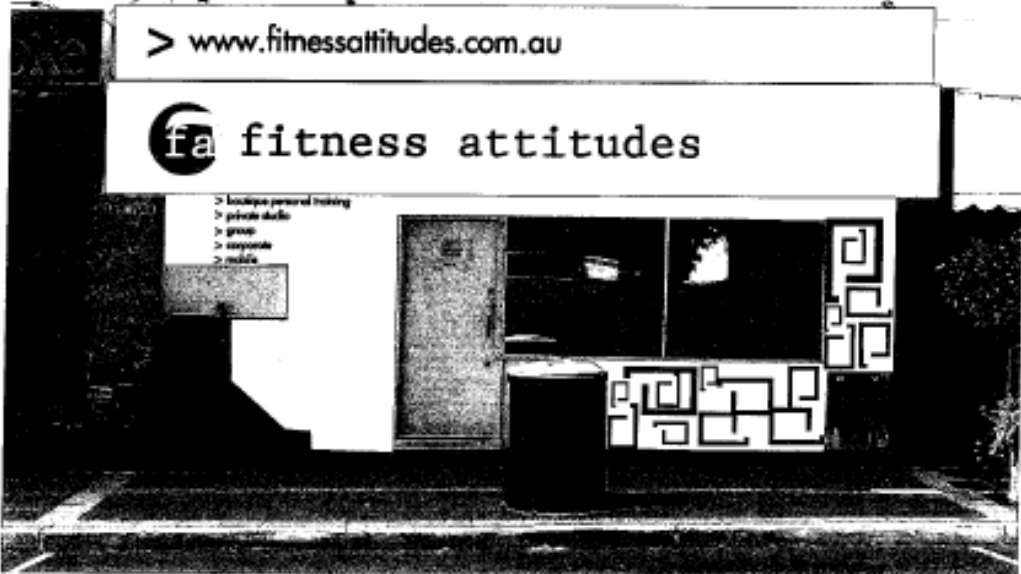
In response to your email dated 16th October 2007 I have answered as follows:

1. At any one time of the day there would be two staff and two clients in the studio. With regard to the layout plan submitted we feel it will work well and adequately caters for room to move around the equipment enabling clients to work on their specific programs.
2. The daily operating hours will be 6am to 10pm six days a week.
3. Sufficient parking is available for our purposes as there are currently 24 plus bays some of which are being utilized by the other businesses. With six other businesses along George Street (one vacant) if we were to divide the parking between us it would equate to 3.2 bays each. Bearing in mind that most of the other shops would consist of short term parkers. We would be encouraging our clients to park in the adjoining streets to help with this issue, our cliental would not be parked for more than 30-45minutes.
4. Amenity impact- the noise impact will be very low as we only operate on an appointment basis and the low number of people on the premises would not create a noise issue. The front door will be closed while clients are being supervised and coached through their programs. We feel the facility will be of great benefit to the community as a service provided to help encourage healthier lifestyles.

I hope this is sufficient for your assessment purposes.

Yours faithfully

Maree Rees



Dear Stephanie

Further to our conversation yesterday and the letter I sent with the application for approval, I just wanted to outline again why I think our fence should be recommended to council for approval.

- * All the reasons for having the design codes (Design Elements- p 48) for a visually permeable fence **don't apply to us** because:
 - * Our fence won't affect **social interaction** with passers-by or **street surveillance** because the majority of our house will still be unfenced and open and **NO windows or doors will be covered** by the proposed fence.
 - * Visually - the majority of the house will be open – **2/3 properties streetfront unfenced**
 - a fully enclosed fence will be more attractive on our property as the fence will be balanced with the garage on the opposite side and mistle lavender will be replanted in front of it to match, ensuring an attractive landscape
 - the brick detail and design on enclosed wall will be made to match and enhance the house (see plan), whereas metal openings will not complement our house's style
 - * Our fence will **not affect essential services** or clearances in any way.
- * The Design Elements (p 49) state that "where a wall is needed to **provide privacy to an outdoor living area** a solid wall of up to 1.8m high would be acceptable – at least for a portion of the frontage".
Privacy is definitely needed for a swimming pool outdoor area! (This is further outlined in point 5)
- * **Adequate sightlines** will be provided at the driveway – fence will be 2 ½ m to side of driveway and still 5 ½ m back from the road, enabling a clear view for cars and the safety of passers-by
- * The Design Elements (p 47/48) provides a provision to "allow a reduction of up to 50% in the street setback, providing that the **area of building forward of the required setback line is compensated for by an equal area of continuous open space behind the setback line**" (p47) This applies to us! – and as it states, the purpose of the provision is to "create flexibility of design and a more varied and interesting streetscape".
- * We have a very small backyard so the best area for the pool would be the **ample unused space at the front** of the house.
We need a solid brick fence for **privacy, security** of ourselves and our pool accessories and furniture and to **reduce pool-time noise for our neighbours**
- * **Safety is of major concern** for our children and others in the area. My 4 year old son is able to easily climb over our 1.2m brick dividing wall within our home. The addition of metal bars above this would

actually provide grip-holds making the scaling of a visually permeable fence easier. We propose that the safest barrier for our frontyard pool area is a 1.8m solid fence.

* We have consulted our neighbours and they have given us their full support to build the proposed fence. We have provided you with their names, addresses and signatures that shows their support.

* Many houses in the City of South Perth have a front solid brick fence for varying reasons. We feel that if people are allowed to subdivide and build a house in their backyard, thus allowing them to build a solid fence in their frontyard as they then don't have an alternative outdoor living area, we should be able to have a solid front fence to surround our pool area as the backyard is too small.

We feel very strongly that our front fence should be approved for all of the above reasons, but especially because all of the reasons for having to have a visually permeable front fence, as outlined in the Design Elements, do not apply in this circumstance.

We would appreciate it if a copy of this email could be given to the councillors before the meeting on 23rd September.

Thanking you!!

Sheree and Wayne Cox

29 Templemore Gardens, Waterford

Michael & Gillian Perry

19 Glyde St
SOUTH PERTH WA 6151
8th August 2007

Stephanie Radosevich
Planning Officer
City of South Perth

**PROPOSED CARPORT ADDITION TO SINGLE HOUSE, LOT 29 (NO. 19)
GLYDE STREET, SOUTH PERTH.
APPLICATION NO. 11.2007.299**

Dear Stephanie

Thank you for your time this afternoon during our extended telephone conversation, and for the copy of your facsimile to Concept Steel Constructions. We would like to provide you with a response to the various issues raised and some general background to our project.

Background

The single house at 19 Glyde St was built in 1938 for the Francis family. It has some unique art deco features, the most significant of which are two reinforced concrete decks designed to look like a ship, a feature typical of the streamline or 'P&O' style architecture of the 1930s. Francis' owned the house until the mid-1960s at which point it was sold and some internal refurbishment was carried out. We purchased the house in 1974 and have made no structural changes during our period of ownership. The house is therefore one of the very few remaining South Perth art deco period houses still effectively in its original form.

The large concrete decks, now approaching 70 years old, have required attention for a few years. We made repairs and waterproofed the upper deck about 7 year ago and are currently making repairs to the lower deck for which there is a current building permit. In making the decision to repair the lower deck, we had considered the demolition of both concrete decks and replacement with an extension to the house including an undercroft double garage. We rejected this option in favour of repairing the decks in order to maintain the heritage value of the property. The house was originally on the Council's heritage list, but was removed in error some time ago as the result of a mix-up over street numbers.

Proposed carport addition

The house currently has a small 'under-deck' single garage measuring 5 m in length. There is no room for a second car in the very steep driveway and since our occupancy of the house we have parked a second car adjacent to the house and under an unsightly wooden pergola constructed in the 1970s. The wood had decayed and once work

Michael & Gillian Perry

commenced on repairing the lower deck it very soon became evident that it had become unsafe and could not be saved and so was removed. It was our goal to replace the pergola with a properly constructed carport. In order to ensure that it would not detract from the unique architecture of the decks we wanted it to be minimalist in structure and not to interfere with the ship appearance of the decks. This was the reason for choosing a low rise, wave-form dome, the roof of which would not interfere with the view from the lower deck. We chose pole supports rather than brick to complement the poles supporting the upper deck and front porch.

Your facsimile raises three issues, to which we provide the following responses:

Site plan

We understand that your objection refers to how a vehicle can be parked under a new structure given the location of the mature tree directly in front and close to the building line. This is possible because under the proposal for a lightly structured dome attached to the concrete slab, there is no need for a pole support in the north-eastern corner of the carport. Two supports only are necessary on the western side, allowing ample room to maneuver a vehicle in and out of the carport. We also wish to retain the mature tree, which, to a significant degree will hide the carport from the street. We can provide you with more detailed drawings if required.

Design of parking spaces

There are two issues here.

Firstly, in relation to the proposed length of the carport, the existing garage constructed in 1938 is 5.02 metres in length. We cannot extend the proposed carport backwards (to the south) because of the line of the tennis court fence and if we were to move the fence the carport would then encroach onto the tennis court. The pergola was of a similar dimension to the garage and so it was our intention to construct the carport of the same length. Thus the proposal for structure 5.02 metres in length.

Secondly, clause 6 (f) requires the design to be compatible with the existing or proposed dwelling Strict application of policy would presumably require us to construct a carport with a pitched, tiled roof and half- or full-height brick piers. We considered and reject this option for the following reasons:

- A brick and tile structure would mean that the carport would detract from the decks and would have a dominant visual impact from the street
- The predominant architectural elements of the house are the horizontal ship-like decks. The white painted pole supports of the upper deck compliment those of the front door canopy and the straight lines of the glazing bars and the railings of the front porch are other important features of streamline architecture. A carport with a pitched, tiled roof would not fit with these features and would detract from the straight clean lines of the house. Whereas a low-rise, dome supported on poles would have a minimal visual impact especially from the street as no part is to project in front of the house.

Michael & Gillian Perry

- A pitched, tiled roof would obstruct views and be visually unappealing when seen by users of the lower concrete deck. One of the major reasons for adopting a low-rise dome form was to minimize this visual impact.
- A conventional pier carport would have to stand alone and would require i) removal of the tree to gain entry, and ii) installation of a second driveway, both of which we regard as unnecessary and undesirable and detrimental to the streetscape.

Natural and finished floor levels

The site in question was filled and retained when the pergola was built in the early 1970s and no change in level is proposed now. We can supply new diagrams if you require them.

Summary

In summary, we are trying to maintain the heritage value of the property by undertaking necessary repairs and replacements to old structure with minimal visual impact. I believe that we can readily address the issues of vehicle access and natural and finished floor levels.

More difficult is the question of the form and size of the proposed structure. Our contention is that what we are proposing – a light, low-rise, dome structure supported on poles and of the same length as the existing garage - is the best possible solution in the particular circumstances of this property. Equally, we are of the view that a conventional stand-alone, pitched roof, tiled and brick-pier carport would not be visually or structurally compatible with the architecture of the house or the streetscape. We would be pleased to meet with you either on site or at the City offices to discuss these issues, and our options, further.

Sincerely

Mike and Gillian Perry

Copy to:

David Smith
Lil Holden (Concept Steel Constructions)

20 September 2007

City of South Perth
Cnr Sandgate Road & South Terrace
SOUTH PERTH WA 6151

ATTENTION: Lloyd Anderson

Dear Lloyd

**RE: LOT 129 (12) MCNESS GLADES, SALTER POINT
PROPOSED TWO-STOREY DWELLING**

In response to your email dated 5 September 2007 with regards to our abovementioned application, please find below our detailed justification for the proposed dwelling, as submitted.

The proposed dwelling was designed and submitted in respect of the City's Policies, Residential Design Codes and specifically the Mt Henry Design Guidelines

DESIGN COMPATIBILITY AND ARTICULATION

With regards to points (i) and (iii) of your email, it is acknowledged that all residential development shall be designed in a manner that will preserve or enhance the desired streetscape character by way of having regard to the primary and secondary contributing elements as identified in Policy P370_T.

However, Mc Ness Glade and the surrounding estate provide an eclectic collection of architectural styles, with Mc Ness Glades in particular lacking a unified presence of significant architecture and built form with the presence of contemporary, Tuscan and Roman architecture with variations in building materials colours and scale evident throughout the estate. (refer to attached photographs)

We believe that the primary elements contributing to design compatibility are recognised in the proposed design and will be attuned with the general scale, colour and shape of buildings in the focus area.

The height of the building is to be at a maximum 6.5m with the façade of the dwelling clearly demonstrating articulation with the street and adjoining properties, particularly with the proposed front elevation including segments of walls which have been staggered with variations in window sizes and wall heights providing interest to the elevation - ultimately ameliorating the impacts of building bulk.

Furthermore, it has been clearly demonstrated along Crowley Vista where roof variations are evident, that diversity in the estate is possible commensurate with the modern architectural styles constructed, and this is achievable without having any adverse affect on the desired streetscape. In fact, diversity in built form seems to harmonise the estate where compatibility in scale, colour and secondary elements have been incorporated.

Notwithstanding the above, the subject property is located at the end of a cul-de-sac, with the front boundary of the lot being setback behind the front boundary of both adjoining properties. Based on the lot configuration and the proposed primary street setbacks, the dwelling will be 'tucked away' behind the adjoining Lot 130 and not clearly visible along the street.

The dwelling has been designed with due consideration of the City's Policies, R Codes and the Mt Henry Design Guidelines and in particular the adjoining dwellings – with the only variations proposed to be a minor privacy setback variation to the front balcony.

Please note that upon purchasing the property, the owner was provided with a copy of the guidelines to ensure the dwellings compliance, with no particular reference to building design stipulated in the guidelines. Conformity with building height, setbacks and open space has all been achieved as well as the dwellings compatibility with the streetscape.

RELIEF FEATURES – SIDE ELEVATION

With regards to point (ii) of your email, the blank walls to the sides of the proposed dwelling are to the first floor only which extends for less then half the length of the ground floor.

The adjoining dwelling on Lot 130 has a two storey blank wall along its common side to the proposed dwelling, with no so called 'relief features' incorporated into the side elevation. Additionally, the adjoining Lot 128 is a single storey dwelling with the outdoor living area orientated towards the opposite boundary, with no direct outlook onto the side of the proposed dwelling – which will only be for a wall length of 7m. which is setback nearly 4m from the boundary.

Furthermore, as identified above, the location of the subject lot and its configuration will ensure that the side of the proposed dwelling will not be clearly visible from the street – even when viewed from the end of the cul-de-sac.

With the above in mind, the provision of additional windows, shade devices or variations in materials to the side elevation of the dwelling will serve no particular purpose; however provide additional unnecessary costs to our client. Additionally, the orientation of the block is not conducive to the provision of shade devices along the side boundaries.

CONCLUSION

The implementation and effectiveness of the General Design Guidelines for Residential Development can not be uniformly applied to all development in the City of South Perth – without fully considering the individual characteristics of a site and the surrounding streetscapes, particularly by way of site inspection.

In light of the above justification, we believe that the proposed design is clearly compatible with the existing modern architectural styles in the area, as well as bulk and scale, while enhancing the existing streetscape character.

With due consideration given to the design of the proposed dwelling in accordance with the Guidelines and City's Policies, we have confidence in the proposal being compliant with the objectives of the City and look forward to receiving Planning Approval.

Should you require any further information, please do not hesitate to contact the undersigned.

Kind regards

Sandra Bransby
Town Planner

Home Id: 17516

City of South Perth

Town Planning Scheme No.6

SCHEME AMENDMENT DOCUMENTS

Amendment No. 10

**City of South Perth
Town Planning Scheme No.6
Amendment No. 10**

**Rezoning portion of
Pt. Lot 1 Burch Street, South Perth**

from

Parks and Recreation Reserve

to

Private Institution Zone

Prepared by:

PETER D WEBB AND ASSOCIATES
Consultants in Town Planning & Urban Design
Unit 2, 19 York Street, Subiaco WA 6008
PO Box 920, Subiaco WA 6904

Telephone +61 (08) 9388 7111
Facsimile +61 (08) 9388 7240
email: webbplan@inet.net.au

and

Gina Fraser
Senior Strategic Planning Officer
City of South Perth

November, 2007

MINISTER FOR PLANNING AND INFRASTRUCTURE

PROPOSAL TO AMEND A SCHEME

-
1. *LOCAL AUTHORITY:* City of South Perth

 2. *DESCRIPTION OF TOWN PLANNING SCHEME:* Town Planning Scheme No.6

 3. *TYPE OF SCHEME:* District Zoning Scheme

 4. *SERIAL No. OF AMENDMENT:* Amendment No. 10

 5. *PROPOSAL:* Proposal to rezone portion of Pt. Lot 1 Burch Street, South Perth from the 'Local Scheme Reserve - Parks and Recreation' to the 'Private Institution' zone.
-
-

**PLANNING AND DEVELOPMENT ACT 2005
RESOLUTION DECIDING TO AMEND A TOWN PLANNING SCHEME
CITY OF SOUTH PERTH
TOWN PLANNING SCHEME No.6
Amendment No. 10**

RESOLVED THAT Council in pursuance of Section 75 of the *Planning and Development Act 2005*, amend the above Town Planning Scheme by:

- (a) rezoning the land as generally described hereunder from the 'Local Scheme Reserve - Parks and Recreation' to the 'Private Institution' zone:

All of that portion of Pt. Lot 1 situated to the east of the eastern end of Burch Street, South Perth, and to the south of the easterly prolongation of the northern boundary of Burch Street to a point on the eastern boundary of Pt. Lot 1, as depicted on the Scheme Amendment Map; and

- (b) amending the Scheme Map - Zoning for Precinct 3 - South Perth Civic, accordingly.

Dated this 25th day of November 2007

.....

**Cliff Frewing
Chief Executive Officer**



SCHEME AMENDMENT REPORT



**REPORT ON SCHEME AMENDMENT No. 10
TOWN PLANNING SCHEME No.6
City of South Perth**

MINISTER'S REF : _____
COUNCIL'S REF: LP/209/10

CONSULTANT'S REF: C1420amend1

<i>Landowner:</i>	City of South Perth
<i>Property Description:</i>	Portion of Pt. Lot 1 Burch Street, South Perth
<i>Certificate of Title:</i>	Volume 2062, Folio 417
<i>Area:</i>	Approximately 249m ²
<i>Local Authority:</i>	City of South Perth
<i>Date:</i>	October 2007
<i>Proposal:</i>	Proposal to rezone portion of Pt. Lot 1 Burch Street, South Perth from the 'Local Scheme Reserve - Parks and Recreation' to the 'Private Institution' zone.

Consultant:

Peter D Webb and Associates
Consultants in Town Planning & Urban Design
Unit 2, 19 York Street, Subiaco WA 6008
PO Box 920, Subiaco WA 6904
Telephone: (08) 9388 7111
Facsimile: (08) 9388 7240
email: webbplan@iinet.net.au

1.0 INTRODUCTION

The land which is the subject of this Amendment No. 10 proposal is situated at the eastern end of Burch Street, South Perth, and is owned by the City of South Perth (herein referred to as 'the subject land'). The subject land forms a portion of a larger area identified as Pt. Lot 1 Burch Street, South Perth. In February 2006, the South Perth Hospital submitted a letter of enquiry to the City in relation to the possible purchase of the subject land. Since that time, the Hospital and the City have been communicating intermittently regarding the extent and details of the proposal. The subject land is described in Section 2.0 of this report. In correspondence to the City dated May 18, 2007, the Hospital confirmed that it wished to proceed with the purchase.

The need for upgrading the Hospital's fire service and other equipment is one of the factors that led to the Hospital's request to purchase the subject land. This need came to light as a result of comparatively recent advice from the Fire and Emergency Services Authority (FESA). At an earlier stage, in the context of a development approval issued by the Council in September 2005, FESA advised that the existing available water pressure was adequate for the required fire service needs. However, more recently, FESA has provided contrary advice, suggesting that the Hospital is required to provide its own fire service water tanks and pumps.

At its Ordinary Meeting on July 24, 2007, the Council resolved to obtain legal advice on the ability of Council to consider a development application for Hospital infrastructure (fire service water tanks and pumps, air conditioning chillers and a bulk storage oxygen vessel) to be placed on the subject land without rezoning it from the Local Scheme Reserve - Parks and Recreation to the Private Institution zone, pursuant to the City of South Perth Town Planning Scheme No.6 (TPS6).

In a letter dated August 6, 2007, the City advised the Hospital that it had received legal advice to the effect that development approval without prior rezoning of the land could be considered to be beyond the Council's power, and therefore unlawful. Consequently, in that letter, the City confirmed that an Amendment to TPS6 would be required before the land could be sold to the Hospital or used for Hospital purposes. The City's August 6 letter also advised that, upon receipt of the Hospital's written agreement to meet all costs associated with the Scheme Amendment, land purchase proposal and other related actions, the Council would initiate the necessary statutory Scheme Amendment process. The South Perth Hospital has agreed to meet all associated costs.

Approval is therefore now sought to amend TPS6 by rezoning the subject land from the 'Local Scheme Reserve - Parks and Recreation' to the 'Private Institution' zone.

2.0 DESCRIPTION OF THE SUBJECT LAND

The subject land comprises a portion of Pt. Lot 1 in Burch Street, South Perth, on Certificate of Title Volume 2063, Folio 417 on Plan 14563. Pt. Lot 1 also contains a City car park on the northern side of Burch Street. The total area of Pt. Lot 1 is 4,742m². This Amendment proposal relates to approximately 249m² of this area, and measures in the order of 20.12 metres by 12.38 metres.

The subject land is situated to the east of the cul-de-sac head of Burch Street and is adjoined on the other three sides by the South Perth Hospital to the south, Ernest Johnson Reserve to the east, and the City’s Ernest Johnson Reserve car park to the north. (Refer to Figure 1: Location Plan.)

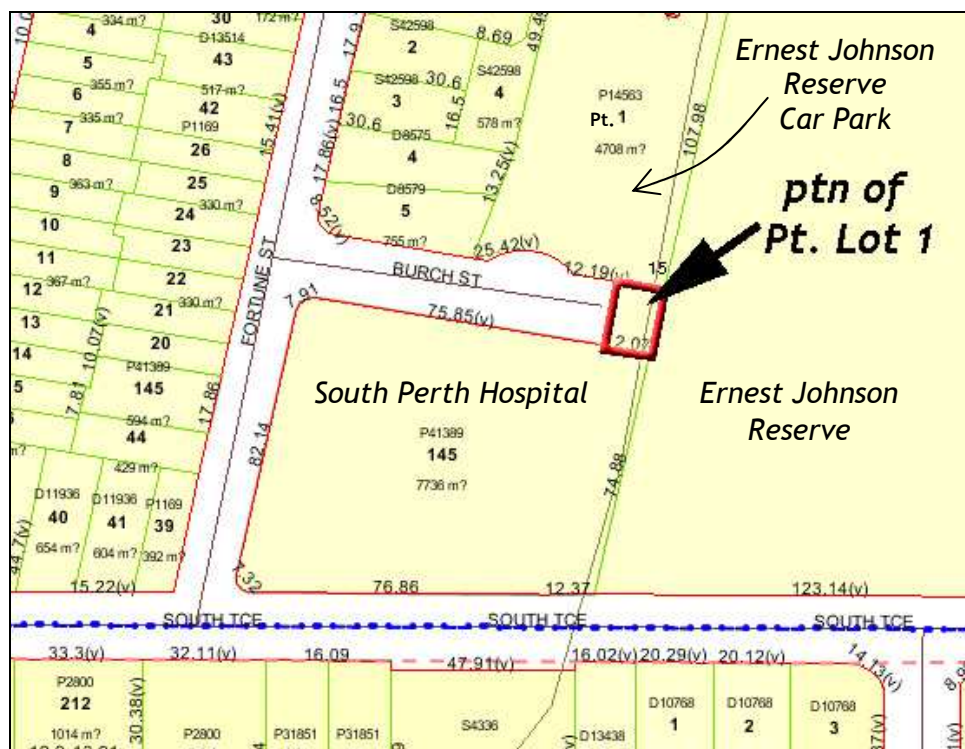


Figure 1: Location Plan (Source: Landgate)

The subject land is landscaped as part of a larger area, including the Ernest Johnson Reserve, which is developed and maintained by the City. The subject land, together with adjoining land immediately to the north, contains lawn, four mature trees (two of which are on the subject land), a concrete path and steps leading to the Ernest Johnson Reserve, a masonry retaining wall and other City and State Government infrastructure.

The two trees on the subject land are situated near the western perimeter of the land. A Jacaranda is situated near the southern end of the subject land close to the Hospital, in

Attachment 10.3.9

the general location designated for the proposed medical oxygen bulk storage vessel and entry gates to the proposed infrastructure compound. If the development is to proceed as proposed, this tree will need to be removed. In agreeing to the removal of the Jacaranda tree, the Council would seek to have that tree transplanted to a nearby location, possibly on the adjoining Ernest Johnson Reserve.

The other tree on the subject land is a Kurrajong, situated centrally near the western perimeter, approximately 3.0 metres north of the proposed entry gates to the compound. This tree is proposed to be retained.

The remaining two trees are situated outside the subject land. These are a large Marri and a smaller Box tree. These two trees are not affected by the current proposal.

3.0 TOWN PLANNING DETAILS

The subject land is depicted as a 'Local Scheme Reserve' on the TPS6 Scheme Map. It is reserved pursuant to Clause 2.2 of TPS6, for the purpose of 'Parks and Recreation'.

TPS6 enables the Council to consider applications for planning approval for development on Reserved land; however, prior to doing so, the Council is required to have regard to the purpose of the Reserve and the matters set out in Clause 7.5 of the Scheme. In this instance, the Council has received legal advice to the effect that the land should be rezoned before being developed for Hospital purposes.

As the land is required to accommodate infrastructure associated with the operation of the adjoining South Perth Hospital, the most appropriate zoning is that which currently applies to the Hospital site, being the 'Private Institution' zone.

While there is no specific Scheme objective in relation to the Private Institution zone, Table 1 'Zoning - Land Use' of TPS6 lists a wide range of Uses which are permissible within the zone. One such Use is 'Hospital', which is classified as a 'P' (Permitted) Use within that zone. Accordingly, this zone is considered appropriate to accommodate the proposed Hospital infrastructure. If this Amendment No.10 is ultimately approved by the Minister for Planning and Infrastructure, and the later sale of the subject land to the South Perth Hospital is successfully completed, the subject land would be amalgamated with the adjoining Hospital site, Lot 145, to the south.

4.0 PROPOSED DEVELOPMENT

The form of development which is proposed to follow the completion of this Scheme Amendment process would be similar to that described on the drawing and perspective images in the section titled 'Future Services Yard' forming part of this report. The Hospital intends to locate certain infrastructure equipment on the subject land. In response to an application for approval of a range of expansion works on the Hospital site, the Council granted planning approval in September 2007. The approved Hospital works included the location of the required infrastructure within the existing Hospital site. However, the Hospital advises that this is not the most effective location for such equipment, and therefore would prefer to relocate it onto the subject land. The relocation would have the effect of freeing up land within the main Hospital site for other purposes. Any such relocation would be the subject of a subsequent application for planning approval.

If relocated onto the subject land, the proposed infrastructure would be contained within a compound occupying the whole of that land. The compound would be secured by a 1.8 metre high brick fence containing open metal grille panels and a set of access gates opening directly onto the Burch Street cul-de-sac head.

The compound would accommodate the following equipment:

- (i) **Water tanks:** Two 12,600 litre capacity fire management water tanks required by FESA, measuring 3.0 metres x 3.0 metres x 2.0 metres high would be situated in the north-western corner of the compound, north of the Kurrajong tree.
- (ii) **Pumps:** Pumps associated with the fire management water tanks would be located in the north-eastern corner of the compound adjacent to the Ernest Johnson Reserve. The pumps would be contained within a flat-roofed brick building approximately 6.0 metres long x 4.6 metres wide x 3.0 metres high measured above the compound floor level. The parapet walls of this building would effectively form part of the compound's perimeter fence, but would be distinguishable by virtue of their greater height, particularly when viewed from the car park to the north. The northern parapet wall would be approximately 3.1 metres high. However, the height of the eastern parapet wall would be effectively reduced when viewed from the higher ground level of the adjoining Ernest Johnson Reserve, above which the parapet wall height would be approximately 2.25 metres.

- (iii) **Medical oxygen bulk storage vessel:** A medical oxygen bulk storage vessel within an enclosure 3.0 metres x 3.0 metres x 4.0 metres high would be separately housed within a structure which is 2-hour fire rated and blast proof. The housing would be situated on the Burch Street boundary of the subject land and would have a set of access gates 3.0 metres wide, independent of the compound's main access gates in the same wall, immediately to the north. This bulk storage of the Hospital's oxygen will reduce deliveries to approximately once every three to four weeks. A 24-hour oxygen supply is separately stored in a medical gas storage area on the Hospital site, in compliance with the relevant Australian Standard.

The vehicle delivering oxygen to the bulk storage vessel would be an articulated truck approximately 18.0 metres long. This vehicle would need to reverse up to the dedicated access gates and stand in the street while off-loading the oxygen through a hose of maximum 5.0 metres length. The delivery operation would take between 45 minutes and 1 hour from the time the truck arrives to the time the truck leaves after delivering the oxygen, including any administrative paperwork required to be undertaken at the Hospital. The City's Engineering Infrastructure department has examined the route to the site, and, with appropriate management techniques being implemented, such a vehicle could be accommodated.

- (iv) **Air conditioning chillers:** Two air conditioning chillers would be located in the south-eastern corner of the compound. These would replace a single chiller currently servicing the Hospital.

It is intended that much of the subject land would be paved with a trafficable paving stone while the equipment within the enclosure would be installed on concrete 'plinths', the detail of which would be included as part of a later application for planning approval. Drainage from the Ernest Johnson Reserve which seeps onto the subject land would be managed by extending the Hospital's existing stormwater drainage system.

The Kurrajong tree on the land would be retained within the compound and protected. The proposed services infrastructure is generally to be located around this tree and the compound would be securely fenced with a combination of masonry walls and open decorative fencing to enable views through it, providing design relief and maintaining some visual connection between Burch Street to the west and the Ernest Johnson Reserve to the east of the subject land.

Access gates into the compound will be from the eastern end of Burch Street, enabling the plant to be serviced and maintained, as required.

5.0 CONCLUSION

This proposed Scheme Amendment No. 10 follows extensive discussions between the Council and the South Perth Hospital Board and its consultants. In September 2005 and June 2006, the Council granted planning approval for two development applications for additions to the South Perth Hospital. In reviewing their expansion proposals before lodging a building licence application, the Hospital Board has found that essential infrastructure which had not been shown on the approved drawings, needs to be provided to support the intended expansion of the Hospital's facilities. In September 2007, the Council approved a third proposal for expansion works on the Hospital site, similar to the previous two applications. This latest proposal included the required infrastructure equipment, located within the Hospital site. However, the Board advises that the approved location of this infrastructure on the Hospital site is not the most effective and efficient. Consequently, the Hospital has submitted a request to purchase the Council-owned subject land at the eastern end of Burch Street, adjoining the Hospital site. The Council has supported this request in principle to the extent of initiating this Scheme Amendment process. Rezoning is necessary, as the subject land is currently part of a Parks and Recreation Reserve under TPS6.

This Amendment No. 10 Report supports and describes the Scheme Amendment proposal to rezone the subject land. Any future development of the land would be the subject of a separate application for planning approval by the Hospital.

Amendment No. 10 will enable the Hospital to relocate some of its services infrastructure, plant and equipment, from the main Hospital site to the subject land. In turn, this will enable the Hospital to modify and expand facilities elsewhere on the site, resulting in the Hospital being able to operate in a more efficient and effective manner.

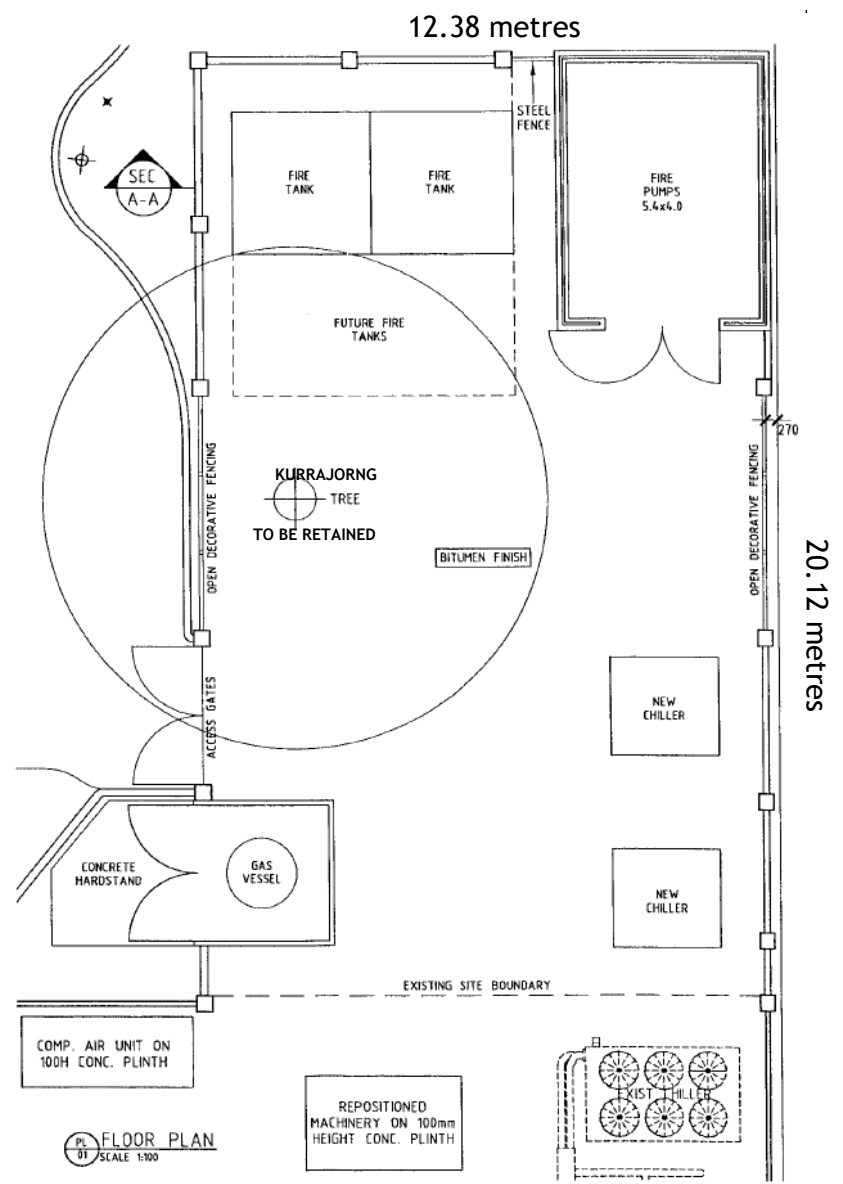
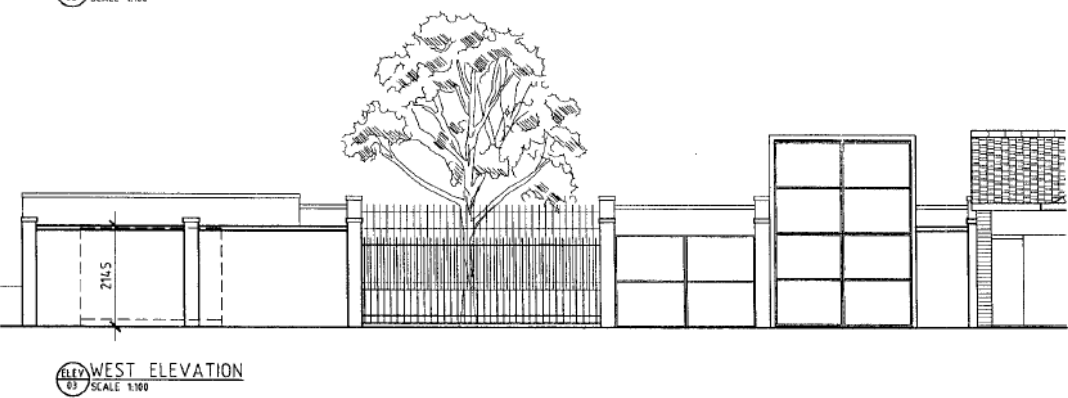
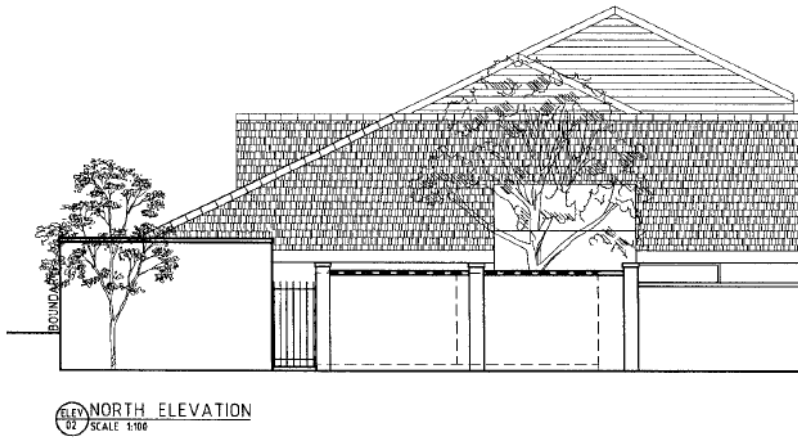
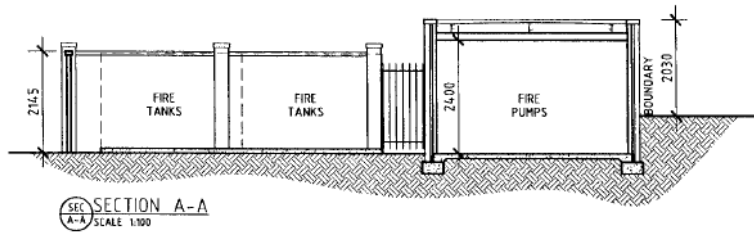
Accordingly, the approval of the Western Australian Planning Commission and the Minister for Planning and Infrastructure is respectfully sought.

Peter D Webb and Associates

and

**Gina Fraser
Senior Strategic Planning Officer
City of South Perth**

FUTURE SERVICES YARD



SOUTH PERTH HOSPITAL
SEMPTEMBER 2007
SCALE : 1:100



Not to nominated scale

FUTURE SERVICES YARD
SERVICE WALL OPTION

20.12 metres

12.38 metres

Attachment 10.3.9



Perspective of the service area looking East from Burch Street

+ ARCHITECTS
 + HEALTH PLANNERS
 + INTERIOR DESIGNERS



PROPOSED INFRASTRUCTURE COMPOUND TO THE NORTH OF THE EXISTING SITE
 SEPT 2007

SOUTH PERTH HOSPITAL
 SOUTH TERRACE - SOUTH PERTH

NOT TO SCALE
 PROJECT No. 2322



Perspective of the service area from the park

+ ARCHITECTS
 + HEALTH PLANNERS
 + INTERIOR DESIGNERS



PROPOSED INFRASTRUCTURE COMPOUND TO THE NORTH OF THE EXISTING SITE
 SEPT 2007

SOUTH PERTH HOSPITAL
 SOUTH TERRACE - SOUTH PERTH

NOT TO SCALE
 PROJECT No. 2322

ANNEXURES

ANNEXURE 1
Certificate of Title

WESTERN



AUSTRALIA

REGISTER NUMBER 1/P14563	
DUPLICATE EDITION N/A	DATE DUPLICATE ISSUED N/A

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **2063** FOLIO **417**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

R. Roberts

REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 1 ON PLAN 14563

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

CITY OF SOUTH PERTH OF SANDGATE STREET, SOUTH PERTH
(A G066478) REGISTERED 28 DECEMBER 1995

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. SAVE AND EXCEPT THE RIGHTS TO MINES OF COAL OR OTHER MINERALS
2. THE LAND THE SUBJECT OF THIS CERTIFICATE OF TITLE EXCLUDES ALL PORTIONS OF THE LOT DESCRIBED ABOVE EXCEPT THAT PORTION SHOWN IN THE SKETCH OF THE SUPERSEDED PAPER VERSION OF THIS TITLE. VOL 2063 FOL 417.
3. *F685144 CAVEAT BY WATER AUTHORITY OF WESTERN AUSTRALIA LODGED 27.9.1994.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 2063-417 (1/P14563).
PREVIOUS TITLE: 1792-763.
PROPERTY STREET ADDRESS: 20 BURCH ST, SOUTH PERTH.
LOCAL GOVERNMENT AREA: CITY OF SOUTH PERTH.

Superseded - Copy for Sketch Only

Page 1 (of 2 pages) 2063 VOL. 417 FOL.

ORIGINAL—NOT TO BE REMOVED FROM OFFICE OF TITLES

LT. 37

WESTERN



AUSTRALIA

Application G66478

Volume 1792 Folio 763

CERTIFICATE OF TITLE

UNDER THE "TRANSFER OF LAND ACT, 1893" AS AMENDED

REGISTER BOOK VOL. FOL.

CT 2063 417



I certify that the person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements and encumbrances shown in the Second Schedule hereto.

G. Sack REGISTRAR OF TITLES



PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

Dated 28th December, 1995

ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of each of Perth Suburban Lots 383, 387 and 388 and being part of Lot 1 on Plan 14563, delineated on the map in the Third Schedule hereto, save and except the right to mines of coal or other minerals.

FIRST SCHEDULE (continued overleaf)

City of South Perth of Sandgate Street, South Perth.

SECOND SCHEDULE (continued overleaf)

- 1. CAVEAT F685144. Lodged 27.9.94 at 10.43 hrs.

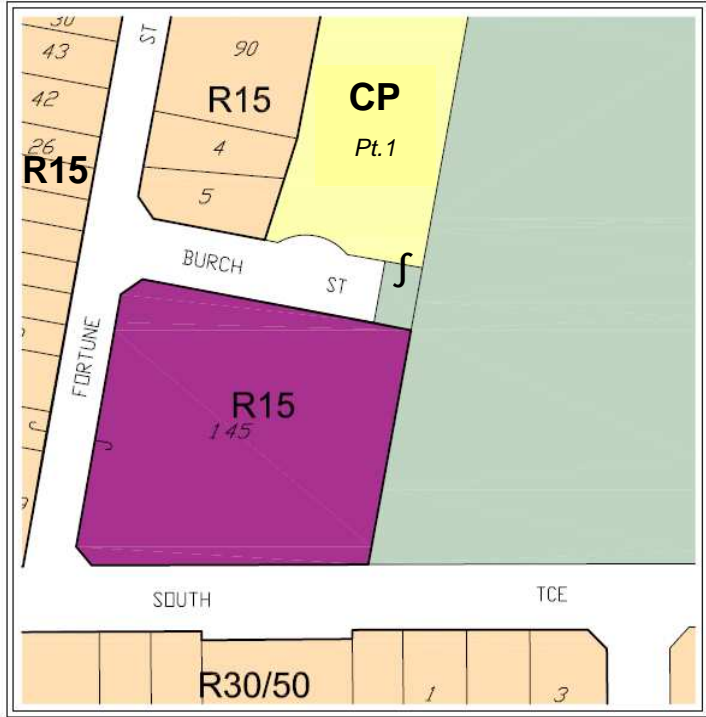
THIRD SCHEDULE

SCALE 1:2000



NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

SCHEME AMENDMENT MAPS



EXISTING ZONING

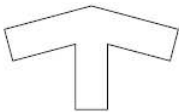
LEGEND
ZONES

- Residential
- Private Institution

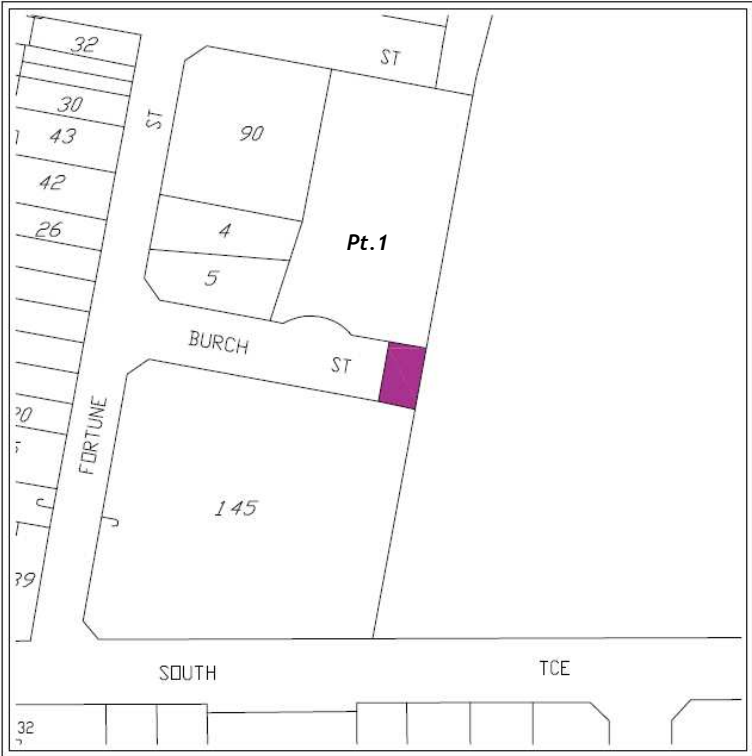
LOCAL SCHEME RESERVE

- Parks and Recreation
- Public Purposes
CP Car Park

City of South Perth
Town Planning Scheme No.6
Amendment No.10




Scale 1:2000

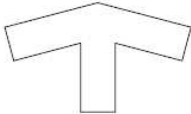


SCHEME AMENDMENT MAP

LEGEND
ZONE

 Private Institution

City of South Perth
Town Planning Scheme No.6
Amendment No.10



Scale 1:2000

SCHEME AMENDMENT DOCUMENTS

**PLANNING AND DEVELOPMENT ACT 2005
CITY OF SOUTH PERTH
TOWN PLANNING SCHEME No. 6
AMENDMENT No. 10**

The City of South Perth under and by virtue of the powers conferred upon it in that behalf by the Planning and Development Act 2005 hereby amends the above Town Planning Scheme by:

- (a) rezoning the land as generally described hereunder from the 'Local Scheme Reserve - Parks and Recreation' to the 'Private Institution' zone:

All of that portion of Pt. Lot 1 situated to the east of the eastern end of Burch Street, South Perth, and to the south of the easterly prolongation of the northern boundary of Burch Street to a point on the eastern boundary of Pt. Lot 1, as depicted on the Scheme Amendment Map; and

- (b) amending the Scheme Map - Zoning for Precinct 3 - South Perth Civic, accordingly.

ADOPTION

Adopted by resolution of the Council of the City of South Perth at the Meeting of the Council held on the day of 2008

.....
JAMES BEST
MAYOR

.....
CLIFF FREWING
CHIEF EXECUTIVE OFFICER

FINAL APPROVAL

ADOPTED for Final Approval by resolution of the City of South Perth at the Meeting of Council held on the day of 2008 and the Common Seal of the City of South Perth was hereunto affixed by the authority of a resolution of the Council in the presence of:

.....
JAMES BEST
MAYOR

.....
CLIFF FREWING
CHIEF EXECUTIVE OFFICER

Recommended/Submitted for Final Approval

.....
DELEGATED UNDER SECTION 16
OF THE PLANNING AND DEVELOPMENT ACT 2005

Date

Final Approval granted

.....
MINISTER FOR PLANNING AND INFRASTRUCTURE

Date

**SOUTH EAST METROPOLITAN REGIONAL COUNCIL – PROPOSED
ESTABLISHMENT AGREEMENT**

EXPLANATORY MEMORANDUM

WORKSHOP – 20 SEPTEMBER 2007

INTRODUCTION

This explanatory memorandum provides a brief explanation of the more significant provisions of the proposed Establishment Agreement for consideration by the SEMRC council.

1. The Former Establishment Agreement

The Establishment Agreement will replace the existing establishment agreement. See clause 1.

2. Name

The name remains as the “South East Metropolitan Regional Council”. See clause 2.

3. Region

The region, which is comprised of the districts of the 3 Participants, remains unchanged. See clause 3.

4. Regional Purposes

The regional purposes for which the SEMRC is established are considerably narrower. See clause 5.

Now, the primary purpose is to process and deal with the “Waste” from the Participants. See paragraph (a) of clause 5.

“Waste” is defined in clause 1.1.

The effect of the definition of “Waste” is that the SEMRC is principally established for the purpose of processing and otherwise dealing with waste in the “green” household bins collected by the Participants.

The SEMRC’s other regional purposes relate to education, lobbying and the other matters set out in paragraphs (b), (c) and (d) of clause 5.

5. The SEMRC Council

The number of regional councillors appointed by the Participants remains unchanged i.e. 2 each. See clause 6.1.

Councillors are to hold office from their appointment until the biennial local government elections (now to be held in October) or until ceasing to be a councillor of the Participant or until removed by the Participant. See clause 6.2.

6. Financial contributions – Deficits and budget deficiency

In the case of the purchase or acquisition of land, capital contributions may be required in equal proportions. See clause 8.

Participants are also required to make the contributions needed to make good any deficits or deficiencies of the SEMRC. See clause 7 and Schedule 2.

Clause 7 provides that the participants must make financial contributions sufficient to meet a budget deficiency or a deficit (whether an actual Deficit or an Anticipated Exceptional Deficit) and to do so in the proportions and as calculated in Schedule 2.

The effect of Schedule 2 is that the proportion in which each Participant is responsible to make a contribution is the proportion that the weight (in tonnes) of its Waste bears to the total Waste of all of the Participants. The relevant Waste is the Waste for the previous or applicable year.

7. Payment of a paid surplus

Where the SEMRC decides to pay a surplus, it is to be distributed amongst the Participants in the same proportions which apply to the payment of a deficiency/deficit explained above. See clause 9.

8. Winding up

In the event of a winding up, the property and assets of the SEMRC are to be realised and the debts and liabilities are to be satisfied.

If this results in surplus funds then they are used to, firstly, repay to the Participants their respective capital contributions, and, secondly the balance is divided in certain proportions. See clause 10.2. The proportion is the proportion for each Participant that the Participant's Waste bears to the total Waste from all Participants. For this purpose the tonnes of Waste from the previous 5 years are to be used. See Schedule 4.

If there remains a liability then the liability is met by the Participants in the same proportions. See clauses 10.3.

The winding up of the SEMRC requires the agreement of all of the Participants. See clause 10.1.

The SEMRC may also be wound up at the direction of the Minister. See the footnote to clause 10.1.

10. Withdrawal of a Participant

A Participant may only withdraw from the SEMRC with the agreement of all of the other Participants. The Participants must negotiate in good faith with a view to reaching agreement as to the date on which the withdrawal is to take effect and the amount to be paid to or by the withdrawing Participant or as to a methodology for determining that amount. See clause 11.4.

When negotiating, the Participants are to have regard to certain principles and factors. It is a principle that the withdrawing Participant is to be given credit for its capital contributions if, and to the extent that, the SEMRC has an excess of assets over liabilities, but the withdrawing Participant must meet its proportionate liability in the event that the SEMRC has an excess of liabilities over assets.

John M Woodhouse
Woodhouse Legal
10 September 2007

SOUTH EAST METROPOLITAN REGIONAL COUNCIL PROPOSED NEW ESTABLISHMENT AGREEMENT

The following comments are made in relation to the Draft Establishment Agreement of the South East Metropolitan Regional Council dated 22 August 2007 and to be discussed at a meeting of the Technical Officers' Advisory Committee on Thursday, 6 September 2007 at the City of Armadale.

1. Reason for new Agreement

It is not certain why a new Agreement has been proposed as opposed to amending the existing Establishment Agreement [as amended]. It is noted that sections of the existing Establishment Agreement have not been proposed to be included in the new Agreement i.e. those relating to "Regional Projects (Clause 10). On the other hand it is noted that many of the clauses of the existing Agreement have been to a large extent included in the proposed new Establishment Agreement i.e. "The Council" (Clause 6) and "Dispute Resolution" (Clause 14).

A further point is that the original Establishment Agreement specified objectives of the SEMRC. This prompts the question whether these should be omitted from the new Agreement.

Since this document will be next discussed at a forum with elected members, it is believed that a convincing argument is necessary to be specified at the outset to explain the reason and need for revoking the existing Establishment Agreement and replacing it with a new Agreement.

2. Definitions Clause 1.1

(a) Second Establishment Agreement

Should this section also include reference to the Deed of Variation prepared on 23 August in relation to changing the date on which elected members are appointed following the new biennial ordinary election date?

(b) Surplus

It is noted that this definition is used when dealing with distribution of a "Paid Surplus" (Clause 9) and dealing with an "Unpaid Surplus" (Clause 10). It may be that reference should also be made to any accumulated funds held in Reserve Funds for any particular purpose.

In addition, it may be necessary to adjust the "Surplus" for any unusual or extraordinary items of revenue or expense experienced at the time - particularly in the event of withdrawal of a participating member.

Attachment 10.3.10(d)

(c) Waste

It is noted that the definition excludes waste where it is "garden waste, recyclable waste or bulk rubbish collected separately from other waste". The effect of this is to be that the Regional Council can only therefore conduct its activities into other waste collected from residential premises (the green bin waste). There are a number of issues associated with this:

- (i) Should the term "residential" include all premises within the district, i.e. commercial, industrial, mining and rural (and any other land uses not identified).
- (ii) It would appear very likely that any future waste disposal solution would not only involve the disposal of "domestic green bin waste", but also other types of waste excluded from the definition of waste referred to above.

On this basis therefore, should there be another definition contained within Clause 5 - Regional Purposes to include the other forms of waste identified within this definition to allow the Regional Council to research and investigate issues associated with this type of waste.

3. Regional Purposes (Clause 5)

Clause 5(a) of the draft Agreement allows the Regional Council to "undertake the processing, recycling, treatment, sale and disposal of waste" delivered by the participants. It is understood that the Council has agreed in principle to adopt a "BOO" philosophy, i.e. to contract with a third party to build, own and operate a facility on land either leased or owned by Regional Council. If this is the case then the role of the Regional Council would presumably be to commit to supplying waste to the facility rather than becoming involved in "processing, recycling, treatment, sale and disposal of waste".

As indicated above at Clause 2(a)(ii), an additional clause might be useful to allow the Regional Council to participate in garden waste, recyclable waste or bulk waste activities likely to be conducted within the district.

4. The Council (Clause 6)

It is noted that Clause 6.1 provides for each participating Council to appoint two members to the Regional Council. It is also acknowledged that there has been some discussion at the Regional Council level that when Mandurah, Murray and Serpentine-Jarrahdale are admitted then there will be 12 members of the Regional Council which may be an unnecessarily high level of representation.

Attachment 10.3.10(d)

Having regard for this, should this clause be modified to require participating Councils and any new Council to review the number of appointed members of each participating Council at the time a new Council is considered to be admitted? Alternatively, should the Agreement stipulate that say when a sixth member is admitted, each participating Council's membership should be reviewed so that each participating Council only has one member elected to the Regional Council?

5. Contributions to a Budget Deficiency, a Deficit or an Anticipated Exceptional Deficit (Clause 7)

The relevant sub clauses appear to be satisfactory where all member Councils are all participating in the disposal of waste during the course of the operation of the "BOO" facility.

Special circumstances however, may need to apply and be identified when the "BOO" becomes first operational. For example, what occurs if the "BOO" becomes operational in the financial year and not all member Councils are in a position to dispose of waste from the operational opening of the facility because of existing contractual arrangements? Given that it would be reasonable to expect there to be significant start-up costs incurred by the "BOO" operator because of commissioning and testing of the facility, does it mean that those Councils first using the facility will be financially disadvantaged?

6. Contributions to the Acquisition of Land (Clause 8)

It is noted that the capital contributions only apply to the acquisition of land and not to any improvements to the land. Should this clause allow for improvements on the land (whether minor or major).

7. Withdrawal of a Participant (Clause 12)

Because of its geographic position and the likely location of a future waste disposal treatment facility being in the southern part of the region, it is generally known and accepted that the City of South Perth may be disadvantaged in terms of distance by remaining in the Regional Council particularly when Mandurah, Murray and Serpentine-Jarrahdale are admitted to the Council.

On this basis, it should be acknowledged that the City of South Perth should be able to give adequate notice of its withdrawal from the Regional Council and be participated to withdraw as a matter of right without needing the consent of all other parties. Should this occur, the City is open to suggestions as to the length of notice that the City would be required to give the Regional Council, but as a suggestion, a period of 12 months would appear adequate.

Attachment 10.3.10(d)

It is also noted that should the City (or any other Member Council for that matter) withdraw from the Regional Council, then the following points would also need to be taken into consideration:

- (a) Current valuation of land (and any other improvements);
- (b) Current valuation of any other assets owned by the Regional Council, i.e. offices, equipment, motor vehicles etc; and
- (c) A share of Reserve Funds held by the Regional Council, if any.

8. Schedule 2

It would be useful to explain that the calculations contained within subclauses 2.1, 2.2 and 2.3 also apply to the initial contribution where waste is disposed of under a prior disposal system. In explanation, in the very first budget there is no history of participating Councils disposing of waste through the Regional waste facility, and contributions would have to be made using data from where each Council disposes of waste under a system prevailing at that time for the previous year.

Alternatively it may be necessary to include a clause to the effect that initial contributions are required to be made based on estimates of tonnages provided by the participating Councils.

CLIFF FREWING
CHIEF EXECUTIVE OFFICER

5 September 2007

Dated

2007

CITY OF ARMADALE

and

CITY OF GOSNELLS

and

CITY OF SOUTH PERTH

**ESTABLISHMENT AGREEMENT
OF THE
SOUTH EAST METROPOLITAN REGIONAL COUNCIL**

Woodhouse Legal
Solicitors & Legal Consultants
323 Rokeby Road
Subiaco WA 6008
Telephone (08) 9382 2202
Fax (08) 9382 3011
JMW:2070052

TABLE OF CONTENTS

RECITALS.....	1
OPERATIVE PART.....	1
1. DEFINITIONS AND INTERPRETATION	1
1.2 Interpretation	3
2. SECOND ESTABLISHMENT AGREEMENT REVOKED	4
3. NAME	4
4. REGION.....	4
5. REGIONAL PURPOSES	4
6. THE COUNCIL.....	4
6.1 Appointment of members.....	4
6.2 Tenure of members of the SEMRC Council.....	5
6.3 Election of chairman and deputy chairman	5
6.4 Tenure of chairman and deputy chairman.....	6
6.5 Role of chairman.....	6
6.6 Role of deputy chairman.....	6
6.7 Role of members of SEMRC Council	6
7. CONTRIBUTIONS TO A BUDGET DEFICIENCY, A DEFICIT OR AN ANTICIPATED EXCEPTIONAL DEFICIT.....	7
7.1 Application of clause.....	7
7.2 Contributions by Participants towards a Budget Deficiency, a Deficit or an Anticipated Exceptional Deficit	7
7.3 Time for payment of contributions.....	7
7.4 Late payment of contributions	7
8. CONTRIBUTIONS TO THE ACQUISITION OF LAND	7
9. DISTRIBUTION OF A PAID SURPLUS	8
9.1 Application of clause	8
9.2 Acknowledgment.....	8
9.3 Distribution of Paid Surplus between the Participants	8
10. WINDING UP.....	8
10.1 Winding up by agreement	8
10.2 Division of assets	8
10.3 Division of liabilities	8
11. WITHDRAWAL OF A PARTICIPANT.....	9
11.1 Withdrawal only by agreement	9
11.2 Notice.....	9
11.3 Negotiations in good faith	9
11.4 Requirements of agreement	9
11.5 Matters relevant to negotiations	9
11.6 Failure to reach agreement	10
12. BORROWINGS	10
13. DISPUTE RESOLUTION	10
13.1 No proceedings.....	10
13.2 Notification of dispute	10
13.3 Reasonable efforts to resolve Dispute	10
13.4 Dispute resolution process.....	11
13.5 Arbitration	11
13.6 Legal representation.....	11
SCHEDULE 1	12
SCHEDULE 2	13

SCHEDULE 3 15
SCHEDULE 4 16
EXECUTED by the Parties..... 17

DRAFT

AGREEMENT

THIS ESTABLISHMENT AGREEMENT dated

2007

BETWEEN **CITY OF ARMADALE** of 7 Orchard Avenue, Armadale, Western Australia

AND **CITY OF GOSNELLS** of 2120 Albany Highway, Gosnells, Western Australia

AND **CITY OF SOUTH PERTH** of Civic Centre, Sandgate Street, South Perth, Western Australia

(“the Participants”)

RECITALS

- A. By the First Establishment Agreement the Participants agreed to establish a regional local government named the South East Metropolitan Regional Council.
- B. The Minister approved the First Establishment Agreement and, in the Government Gazette dated 3 July 2001, the Minister declared the establishment of the South East Metropolitan Regional Council pursuant to section 3.61 of the Local Government Act 1995.
- C. By the Second Establishment Agreement the Participants agreed to amend the First Establishment Agreement by revoking it and substituting it with the Second Establishment Agreement.
- D. The Participants have agreed to amend the Second Establishment Agreement by revoking it and substituting it with this Establishment Agreement.
- E. The Participants have resolved on the dates referred to in Schedule 1 to enter into this Establishment Agreement and to submit it to the Minister for approval.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Establishment Agreement, unless the contrary intention appears:

“**Act**” means the Local Government Act 1995;

“**Anticipated Exceptional Deficit**” means the amount, if any, of a Deficit which, during a financial year the SEMRC determines will, or is likely to, occur in that year by reason of:

- (i) an expense for which no expenditure estimate is included in the SEMRC's annual budget for that year; or
- (ii) an expense for which an expenditure estimate is included in the SEMRC's annual budget for that year but the expense is exceptional having regard to that estimate; or
- (iii) a shortfall in income for which an income estimate is included in the annual budget for that year but the shortfall is exceptional having regard to that estimate;

"Budget Deficiency" has the same meaning as the expression "budget deficiency" is given in Part 6 of the Act;

"Deficit", for a financial year, means the amount, if any:

- (a) by which the expenses of the SEMRC exceeds the revenues and other income of the SEMRC; and
- (b) which is shown as such in the annual financial report, for that year, prepared by the SEMRC in accordance with the Act and the regulations made under the Act;

"district" has the same meaning as given to it in the Act;

"First Establishment Agreement" means the establishment agreement between the Participants dated 24 May 2001 as varied by a deed of variation between the Participants undated but stamped 11 April 2002 and approved by the Minister;

"Minister" means the Minister of the Crown to whom the administration of the Act is for the time being committed by the Governor and includes a Minister of the Crown for the time being acting for or on behalf of the Minister;

"Operative Date" means the date of approval by the Minister of this Establishment Agreement;

"Paid Surplus" means a Surplus or portion of a Surplus which the SEMRC determines is to be paid to the Participants;

"Participants" means the parties to this Establishment Agreement and **"Participant"** means any one of them;

"Region" means the districts of the Participants;

"Regional Purpose" means any regional purpose referred to in clause 6;

"Second Establishment Agreement" means the establishment agreement between the Participants dated 10 January 2005 and approved by the Minister;

"SEMRC" means the South East Metropolitan Regional Council;

"SEMRC Council" means the council of the SEMRC;

“Surplus”, for a financial year, means the amount, if any:

- (a) by which the revenues and other income of the SEMRC exceeds the expenses of the SEMRC; and
- (b) which is shown as such in the annual financial report, for that year, prepared by the SEMRC in accordance with the Act and the regulations made under the Act;

“Waste” means all waste from residential premises within the district of a Participant which is collected by or on behalf of a Participant but excludes that waste where it is garden waste, recyclable waste or bulk rubbish collected separately from other waste.

1.2 Interpretation

In this Establishment Agreement, unless the contrary intention appears:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) reference to a person include a company, corporation, an unincorporated or incorporated association or statutory authority;
- (d) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Establishment Agreement as amended from time to time in accordance with the Act;
- (e) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and do not affect the interpretation of this Establishment Agreement;
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for those laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (g) a reference to the word “includes” means includes without limitation and a reference to the word “including” means including without limitation;
- (h) a reference to any body is:
 - (i) if that body is replaced by another organisation, taken to refer to that organisation; and
 - (ii) if that body ceases to exist, taken to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and
- (i) all dollar amounts specified in this Establishment Agreement are in Australian dollars.

2. SECOND ESTABLISHMENT AGREEMENT REVOKED

The Second Establishment Agreement is revoked and substituted with this Establishment Agreement commencing on the Operative Date.

3. NAME

The name of the regional local government is, and continues to be, the South East Metropolitan Regional Council.

Footnote:

1. Section 3.62(1) of the Act provides that a regional local government is a body corporate with perpetual succession and a common seal.
2. A regional local government has the same general function of a local government including its legislative and executive functions. See Part 3 and section 3.66 of the Act.
3. Except as stated in section 3.66, the Local Government Act 1995 applies to a regional local government as if:
 - (a) the participants' districts together made up a single district; and
 - (b) the regional local government were the local government established for that district.

4. REGION

The SEMRC is established for the Region.

5. REGIONAL PURPOSES

The SEMRC is established for the following regional purposes:

- (a) to undertake the processing, recycling, treatment, sale and disposal of Waste delivered by the Participants;
- (b) to investigate and assess the possibilities and methodology of carrying out and to identify funding opportunities for, any service or facility on a regional basis;
- (c) to influence and liaise with local, State and Federal Governments in the development of policies and legislation for the benefit of the Region;
- (d) to provide advice, information and education to the Participants and the communities of the Participants in relation to the functions of the Participants; and
- (e) to carry out and do all other acts and things which are reasonably necessary for the bringing into effect of the purposes referred to in paragraphs (a) to (d) inclusive of this clause.

Footnotes:

1. In certain circumstances, a proposal to carry out a Regional Purpose may require the preparation of a business plan under the Act – see section 3.59.
2. The SEMRC is required to plan for the future of the Region by virtue of section 5.56(1) of the Act.
3. Regulations 19C and 19D of the Local Government (Administration) Regulations 1996 deal with plans for the future.

6. THE COUNCIL

6.1 Appointment of members

- (1) A Participant is to appoint 2 members of the council of the Participant to be a member of the SEMRC Council.
- (2) A Participant may appoint a member of the council of the Participant who may act temporarily in place of a member of the SEMRC Council, appointed by the Participant, during any period in which the member of the SEMRC Council is unable by reason of illness, temporary absence from the State, conflict of interest or for any other cause to perform the functions of the office.

Footnote:

Section 3.62(b) of the Act provides that a regional local government is to have, as its governing body, a council established under the Establishment Agreement and consisting of members of the councils of the participants.

6.2 Tenure of members of the SEMRC Council

A member of the SEMRC Council holds office until:

- (a) the Friday prior to the day on which the next biennial ordinary election to elect councillors of the Participant which appointed that member is to be held under the Act;
- (b) the member ceases to be a member of the council of the Participant; or
- (c) the member is removed by the Participant,

whichever is the earlier.

Footnote:

Sections 2.32 and 2.33 of the Act set out circumstances in which the office of a member of a councillor becomes vacant.

6.3 Election of chairman and deputy chairman

- (1) The members of the SEMRC Council are to elect a chairman and a deputy chairman:
 - (a) at the first meeting of the SEMRC Council following the Operative Date;
 - (b) (i) at the first meeting of the SEMRC Council following the day on which biennial ordinary elections to elect councillors to the Participants are held; or
 - (ii) if those biennial ordinary elections are held on more than one day then at the first meeting of the SEMRC Council following the latest of those days.
- (2) If the office of chairman or deputy chairman becomes vacant then the members of the SEMRC Council are to elect a new chairman or deputy chairman, as the case requires.
- (3) The election of the chairman and deputy chairman is to be conducted by the CEO in accordance with the procedure prescribed under the Act for the election of a mayor and a deputy mayor, respectively, by a council.

6.4 Tenure of chairman and deputy chairman

The chairman and deputy chairman hold those offices until the election of a new chairman and deputy chairman pursuant to clause 6.3(1).

6.5 Role of chairman

The chairman:

- (a) presides at meetings of the SEMRC Council;
- (b) carries out civic and ceremonial duties on behalf of the SEMRC;
- (c) speaks on behalf of the SEMRC;
- (d) performs such other functions as are given to the chairman by the Act, any other written law or this Agreement; and
- (e) liaises with the CEO of the SEMRC on the SEMRC's affairs and the performance of its functions.

Footnotes:

- 1. The role of the SEMRC Council is set out in section 2.7 of the Act.
- 2. The functions of the CEO are set out in section 5.41 of the Act.
- 3. The chairman may agree to the CEO speaking on behalf of the SEMRC - see section 5.41(f) of the Act.

6.6 Role of deputy chairman

- (1) The deputy chairman performs the functions of the chairman when authorised to do so under this clause.
- (2) If:
 - (a) the office of chairman is vacant; or
 - (b) the chairman is not available or is unable or unwilling to perform the functions of chairman,then the deputy chairman may perform the functions of chairman.

6.7 Role of members of SEMRC Council

A member of the SEMRC Council:

- (a) represents the interests of the ratepayers and residents of the Region;
- (b) facilitates communication between the community of the Region and the SEMRC Council;
- (c) participates in the SEMRC's decision-making processes at meetings of the SEMRC Council and its committees; and
- (d) performs such other functions as are given to the member by the Act or any other written law.

7. CONTRIBUTIONS TO A BUDGET DEFICIENCY, A DEFICIT OR AN ANTICIPATED EXCEPTIONAL DEFICIT

7.1 Application of clause

- (1) This clause applies if in any year:
 - (a) a Budget Deficiency is disclosed in the annual budget of the SEMRC;
 - (b) a Deficit is disclosed in the annual financial report of the SEMRC; or
 - (c) an Anticipated Exceptional Deficit is determined by the SEMRC.
- (2) This clause applies only to a Budget Deficiency or a Deficit which occurs after the Operative Date or to an Anticipated Exceptional Deficit which is determined after the Operative Date.

7.2 Contributions by Participants towards a Budget Deficiency, a Deficit or an Anticipated Exceptional Deficit

The Participants must pay to the SEMRC contributions towards a Budget Deficiency, a Deficit, or an Anticipated Exceptional Deficit as the case may be, in accordance with the steps set out in Schedule 2.

7.3 Time for payment of contributions

The contributions referred to in clause 7.2 must be paid by each Participant to the SEMRC within 42 days, or any earlier time agreed by the Participants, after:

- (a) in the case of contributions towards a Budget Deficiency – the date on which the annual budget is prepared and adopted by the SEMRC;
- (b) in the case of contributions towards a Deficit – the date on which the annual financial report is prepared and submitted to the SEMRC’s auditor;
- (c) in the case of contributions towards an Anticipated Exceptional Deficit – the date on which the Anticipated Exceptional Deficit is determined by the SEMRC.

7.4 Late payment of contributions

If a Participant fails to pay the contribution referred to in clause 7.2 on or before the due date for payment then, in addition to the contribution, the Participant must pay to the SEMRC interest on the contribution at the overdraft rate charged by the SEMRC’s bank on amounts of the same size as the unpaid contribution calculated from and including the due date to but excluding the actual date of payment.

8. CONTRIBUTIONS TO THE ACQUISITION OF LAND

- (1) Where the SEMRC Council determines that the Participants are to make contributions towards the acquisition of land then the Participants must make those contributions in equal proportions.

- (2) Contributions referred to in subclause (1) are capital contributions for the purpose of clauses 10.2 and 11.5.

9. DISTRIBUTION OF A PAID SURPLUS

9.1 Application of clause

This clause applies only to a Paid Surplus which occurs after the Operative Date.

9.2 Acknowledgment

The Participants acknowledge that it is for the SEMRC to determine if a Surplus or portion of a Surplus is to be paid to the Participants and the manner and timing of any payment, having a regard to the prudent management of its cash flow and financial requirements and other relevant matters.

9.3 Distribution of Paid Surplus between the Participants

The Participants agree that any Paid Surplus is to be distributed between them in proportions calculated in accordance with Schedule 3.

10. WINDING UP

10.1 Winding up by agreement

The SEMRC is to be wound up by agreement of all of the Participants.

Footnote:

Section 3.63(1) of the Act provides as follows:

- “(1) A regional local government is to be wound up –
(a) at the direction of the Minister; or
(b) in accordance with the establishment agreement.”

10.2 Division of assets

- (1) If the SEMRC is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the SEMRC then the property and assets are to be realised and:
- (a) firstly, to the extent that the proceeds, along with any surplus funds, are sufficient to do so the Participants are to be repaid their respective capital contributions as shown in the accounting records of the SEMRC; and
 - (b) secondly, the balance, if any, is to be divided among the Participants in the proportions set out in Schedule 4.
- (2) For the avoidance of doubt, for the purposes of subclause (1), the capital contributions of the Participants do not accrue interest.

10.3 Division of liabilities

If the SEMRC is to be wound up and there remains any liability or debt in excess of the realised property and assets of the SEMRC then the liability or debt is to be met by

each of the Participants in the proportions set out in Schedule 4.

11. WITHDRAWAL OF A PARTICIPANT

11.1 Withdrawal only by agreement

A Participant may only withdraw from the SEMRC by agreement in writing between the Participants.

11.2 Notice

A Participant wishing to withdraw from the SEMRC must give to each of the other Participants and to the SEMRC, notice in writing of its wish to do so.

11.3 Negotiations in good faith

The Participants must negotiate in good faith with a view to reaching agreement and the Participants must do so:

- (a) as soon as practicable following receipt of a notice under clause 11.2; and
- (b) from time to time when reasonably requested to do so by any one of the Participants.

11.4 Requirements of agreement

An agreement under clause 11.1:

- (a) is to specify the agreed date on which the withdrawal is to take effect; and
- (b) is to specify either:
 - (i) the agreed amount to be paid to or by the withdrawing Participant; or
 - (ii) the agreed methodology for determining the amount to be paid to or by the withdrawing Participant.

11.5 Matters relevant to negotiations

When negotiating under clause 11.3, the Participants are to have regard to:

- (a) the following principles:
 - (i) if the SEMRC has an excess of assets over liabilities as shown in the financial statements of the SEMRC, then the withdrawing Participant's proportionate entitlement to the excess is to be determined as if the SEMRC were being wound up and:
 - (A) firstly, to the extent that the withdrawing Participant's proportionate entitlement to the excess is sufficient to do so, the withdrawing Participant is to be given credit for its capital contributions as shown in the accounting records of the SEMRC;

- (B) secondly, the withdrawing Participant is to be given credit for any balance remaining of that proportionate entitlement to the excess; or
- (ii) if the SEMRC has an excess of liabilities over assets as shown in the financial statements of the SEMRC, then the withdrawing Participant's proportionate liability for the excess is to be determined as if the SEMRC were to be wound up and then the withdrawing Participant must meet its proportionate liability of the excess; and
- (b) any factor or circumstances considered relevant by the Participants including any financial consequences for the SEMRC and the Participants other than the withdrawing Participant, associated with any contractual obligations of the SEMRC, by reason of the proposed withdrawal.

11.6 Failure to reach agreement

Any failure by the Participants to reach agreement under this clause is not to be treated as a dispute for the purpose of clause 13.

12. BORROWINGS

Part 6, Division 5, Subdivision 3 of the Act is to apply.

Footnote:

1. Section 3.66(4) of the Act provides that Part 6, Division 5, subdivision 3 does not apply in relation to a regional local government unless the Establishment Agreement provides that it does.
2. Part 6, Division 5, subdivision 3 of the Act deals with borrowings and includes the power to borrow and restrictions on borrowings.

13. DISPUTE RESOLUTION

13.1 No proceedings

A party must not start arbitration proceedings in respect of a dispute arising out of this Agreement ("**Dispute**") unless it has complied with this clause.

13.2 Notification of dispute

A party claiming that a Dispute has arisen must notify the other parties to the Dispute giving details of the Dispute.

13.3 Reasonable efforts to resolve Dispute

- (1) During the 14 day period after a notice is given under clause 11.2 (or longer period agreed in writing by the parties) ("**Negotiation Period**"), the parties must use their reasonable efforts to resolve the Dispute.
- (2) Within the first 7 days of the Negotiation Period, if the Dispute continues, the chief executive officers of the parties and the chief executive officer of the SEMRC, must meet, and use their reasonable endeavours to resolve the Dispute.

13.4 Dispute resolution process

If the Dispute is not resolved within the Negotiation Period, the parties must meet and endeavour to agree on:

- (a) a process for resolving the Dispute other than by litigation or arbitration (such as by further negotiations, mediation, conciliation or expert determination);
- (b) the procedure and timetable for any exchange of documents and other information relating to the Dispute;
- (c) the procedural rules and timetable for the conduct of the selected mode of proceeding;
- (d) a procedure for the selection and compensation of any independent persons engaged by the parties to assist in resolution of the Dispute; and
- (e) whether or not the parties should seek the assistance of a dispute resolution organisation.

13.5 Arbitration

If the Parties are unable to agree on a process for resolving the Dispute in accordance with clause 13.4 within 21 days after the Negotiation Period then any party may notify the others in writing (“**arbitration notice**”) that it requires the dispute to be referred to arbitration then, upon receipt of the arbitration notice by the recipients, the dispute is referred to arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985.

13.6 Legal representation

For the purposes of the Commercial Arbitration Act 1985, the Participants consent to each other and to the SEMRC being legally represented at any arbitration.

Footnotes:

- 1. Amendment of Establishment Agreement
The Participants may amend this Establishment Agreement by agreement made with the Minister’s approval - see section 3.65(1) of the Act.
- 2. Admission of Other Local Governments
This Establishment Agreement can be amended to include another local government as a party to the amending agreement - see section 3.65(2) of the Act.

SCHEDULE 1

PARTICIPANT	DATE OF RESOLUTION TO ENTER INTO THIS ESTABLISHMENT AGREEMENT
CITY OF ARMADALE	_____ 2007
CITY OF GOSNELLS	_____ 2007
CITY OF SOUTH PERTH	_____ 2007

DRAFT

SCHEDULE 2**CALCULATION OF CONTRIBUTIONS TOWARDS A BUDGET DEFICIENCY, A DEFICIT OR AN ANTICIPATED EXCEPTIONAL DEFICIT****2.1 Contributions towards a Budget Deficiency**

Each Participant must pay a contribution towards the Budget Deficiency calculated as follows:

$$\text{Participant's contribution} = \text{BD} \times \frac{\text{TP}}{\text{TTP}}$$

Where:

- (a) BD is the Budget Deficiency;
- (b) TP is the number of tonnes of the Participant's Waste in the previous year;
- (c) TTP is the number of tonnes of all of the Participants' Waste in the previous year;
- (d) "previous year" means the financial year preceding the financial year in which the Budget Deficiency is to occur.

2.2 Contributions towards a Deficit

Each Participant must pay a contribution towards the Deficit calculated as follows:

$$\text{Participant's contribution} = \text{D} \times \frac{\text{TP}}{\text{TTP}}$$

Where:

- (a) D is the Deficit;
- (b) TP is the number of tonnes of the Participant's Waste in the relevant year;
- (c) TTP is the number of tonnes of all of the Participants' Waste in the relevant year;
- (d) "relevant year" means the financial year in which the Deficit occurs.

2.3 Contributions towards an Anticipated Exceptional Deficit

Each Participant must pay a contribution towards the Anticipated Exceptional Deficit as follows:

$$\text{Participant's contribution} = \text{AED} \times \frac{\text{PT}}{\text{PTT}}$$

Where:

Attachment 10.3.10(c)

- (a) AED is the Anticipated Exceptional Deficit;
- (b) PT is the number of tonnes of the Participant's Waste in the previous year;
- (c) PTT is the number of tonnes of all of the Participants' Waste in the previous year;
- (d) "previous year" means the financial year preceding the financial year in which the Anticipated Exceptional Deficit is determined.

DRAFT

SCHEDULE 3

**CALCULATION OF PROPORTIONS IN WHICH PARTICIPANTS ARE TO
RECEIVE A PAID SURPLUS**

3.1 Calculation of proportions

Each Participant is to receive a proportion of the Paid Surplus calculated as follows:

$$\text{Participant's proportion} = \text{PS} \times \frac{\text{TP}}{\text{TTP}}$$

Where:

- (a) PS is the Paid Surplus;
- (b) TP is the number of tonnes of the Participant's Waste in the relevant year;
- (c) TTP is the number of tonnes of all of the Participants' Waste in the relevant year;
- (d) "relevant year" means the financial year in which the Surplus occurs.

SCHEDULE 4

PROPORTIONS OF PARTICIPANTS FOR THE PURPOSE OF WINDING UP

- 4.1** For the purpose of clauses 10.2(b) and 10.3, the proportion of each Participant is the proportion that the number of tonnes of the Participant's Waste for the previous 5 financial years bear to the number of tonnes of all of the Participants' Waste for the same period.

DRAFT

EXECUTED by the Parties

THE COMMON SEAL of CITY OF ARMADALE)
was hereunto affixed in the presence of:)
)

Mayor

Chief Executive Officer

THE COMMON SEAL of CITY OF GOSNELLS)
was hereunto affixed in the presence of:)
)

Mayor

Chief Executive Officer

THE COMMON SEAL of CITY OF SOUTH)
PERTH was hereunto affixed in the presence of:)
)

Mayor

Chief Executive Officer

3.0 EXECUTIVE SUMMARY

2,259 surveys were posted out to property owners throughout the area proposed for underground power. A total of 690 completed surveys have been received to date (26th September 2006).

Given the population size the overall sampling error for results will be within +/- 5% at the 95% confidence level for the overall results.

Overview

The survey results clearly show that the majority of property owners in the area support the installation of underground power in their property area. The results show that:

- 83.2% of all respondents support the installation of underground power in their area compared to 16.8% who do not.
- 79.8% of respondents would pay to have the power underground. 20.2% of respondents would not pay and would prefer to keep the existing overhead powerlines, poles and streetlights.
- 32.6% of survey respondents are registered pensioners.
- A higher proportion of pensioners (82.8%) would elect to pay for underground power when compared to non-pensioners (79.6%).
- The survey results show that just under half of all respondents would prefer to utilize a full upfront payment for the underground power, with no interest fee (47.7%). The 3 year payment option (25.3%) is the next most popular payment preference. 5 years is the third most popular payment (27.0%). *Comments made suggest that many respondents are concerned about the interest rates and administration fees involved with the payment by installment option.*

DRAFT

THE HONOURABLE MINISTER FOR ENERGY

and

WESTERN POWER

and

THE CITY OF SOUTH PERTH

UNDERGROUND POWER PROGRAM

NOVEMBER 2007

TABLE OF CONTENTS

1. PARTIES	1
2. RECITALS	1
3. INTERPRETATION AND DEFINITIONS	2
4. PROJECT	3
5. OVERALL MANAGEMENT	3
6. PROJECT MANAGEMENT	4
7. PROJECT TEAM RESPONSIBILITIES	5
8. FINANCIAL	6
9. INSURANCE	7
10. TENDERS	7
11. TECHNICAL	8
12. DISPUTE RESOLUTION	8
13. COST INCREASES	9
14. PROJECT ACCOUNTING	9
15. THE PROGRAM'S OPERATING ACCOUNTING SYSTEM	10
16. PAD MOUNT SITES	10
17. PUBLIC RELATIONS	10
18. INDEMNITY	10
19. DEFAULT / TERMINATION	11
20. OWNERSHIP OF INFRASTRUCTURE	11
21. EXISTING PILLAR AND CONSUMERS MAINS	12
22. MISCELLANEOUS	12
SCHEDULE A: LGA/PROJECT INFORMATION	A1
SCHEDULE B: SCOPE OF WORK	B1
SCHEDULE C: GST (GOODS AND SERVICES TAX)	C1
SCHEDULE D: GUIDELINES – IN-KIND COSTS INCURRED BY PARTIES PARTICIPATING ON SELECTED PROJECTS	D1
SCHEDULE E: TYPICAL PROJECT TEAM STRUCTURE	E1
SCHEDULE F: PROPERTY OWNER / OCCUPIER COMMUNICATIONS PLAN	F4
SCHEDULE G: LGA DISTRICT PLAN	G5

UNDERGROUND POWER PROGRAM

This AGREEMENT is made on the date specified in Schedule A between:

1. PARTIES

- 1.1 **THE HONOURABLE FRANCIS LOGAN, MINISTER FOR ENERGY**, for and on behalf of the State of Western Australia, care of the Office of Energy of 9th Floor, Governor Stirling Tower, 197 St Georges Terrace, Perth, 6000 (“**the Minister**”);
- 1.2 **ELECTRICITY NETWORKS CORPORATION** ABN 18 540 492 861, a statutory body corporate established by paragraph 4(1)(b) of the *Electricity Corporations Act 2005 (WA)*, of 363 Wellington Street, Perth, Western Australia (**Western Power**); and
- 1.3 **THE LOCAL GOVERNMENT AUTHORITY** specified in Schedule A (“**the LGA**”).

2. RECITALS

- 2.1 The State of Western Australia has established a program to allow for overhead electricity distribution systems (poles and wires) to be replaced with underground electricity distribution systems (buried cables) so as to minimise the risk of storm and other damage and to improve streetscapes.
- 2.2 The LGA has been selected to participate in the Underground Power Program by the undergrounding of the electricity distribution system supplying the LGA District specified in Schedule A.
- 2.3 Subject to Clauses 20.3 and 22.9, Western Power owns and operates the existing overhead electricity distribution system in the LGA District and will own and operate the proposed new underground electricity distribution and standard street lighting system.
- 2.4 The Coordinator of Energy (COE) advises the Government of Western Australia on all aspects of energy policy and represents the Minister for Energy for and on behalf of the State of Western Australia in regard to the Underground Power Program.
- 2.5 The Parties wish to participate in the Underground Power Program to implement the proposed underground Project in the LGA District in accordance with this Agreement.
- 2.6 The Scope of Work covering the Project is attached as Schedule B to this Agreement.

THE PARTIES AGREE AS FOLLOWS:

3. INTERPRETATION AND DEFINITIONS

3.1 In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

- “*Connection and Energisation*” means to mechanically and electrically connect the new underground system to the existing distribution network and make alive at the operational voltage.
- “*COE*” means Coordinator of Energy as described in Recital 2.4.
- “*Dispute Notice*” has the meaning set out in Clause 12.1.
- “*Equivalent*” replacement of the overhead Distribution System includes reasonable enhancements considering the condition, adequacy and technical changeover needs of the existing system.
- “*Expanded Steering Committee*” has the meaning set out in Clause 5.3.
- “*LGA*” means the local government authority as specified in Clause 1.3 and Schedule A.
- “*LGA District*” means the LGA district specified in Schedule A and includes any adjacent or nearby areas specified in the Scope of Work as included in the Project.
- “*Minister*” means the Minister for Energy for and on behalf of the State of Western Australia.
- “*Practical Completion*” means all the Scope of Work set out in Appendix B being practically completed as determined by the Project Manager in consultation with the Project Team and evidenced by issue of a certificate to that effect.
- “*Program*” means Underground Power Program.
- “*Program Manager*” has the meaning set out in Clause 6.1.
- “*Program Preferred Vendors*” are contracted by Western Power to carry out work for the Program
- “*Project*” has the meaning set out in Clause 4.2 and as described in Schedule A.
- “*Project Budget*” means the amount so specified in Clause 8.1 and Schedule A.
- “*Project Team*” has the meaning set out in Clause 6.2 and Schedule E.
- “*Reference Rate*” means a rate equal to 8.5 percent per annum.
- “*Salvage*” means material that is reusable.
- “*Scope of Work*” is the scope of work for the Project as set out in Schedule B.
- “*Scrap*” means material excess to the Project or made redundant by the Project that cannot practicably be used by any Party.
- “*Underground Power Program*” means the program initiated by the State Government to implement the retrospective conversion of overhead power lines to an underground system, funded via contributions from the State (including Western Power) and the participating LGA.

- “*Steering Committee*” has the meaning set out in Clause 5.2.
- “*Western Power*” means Electricity Corporation as described in Clause 1.2.

3.2 A word importing the singular includes the plural and vice versa and reference to any gender includes all genders.

3.3 A reference to a person includes a corporation.

4. PROJECT

4.1 The Parties agree to participate in the Project as part of the Underground Power Program for the purpose of designing and constructing underground electricity distribution systems to service lots in the LGA District in accordance with this Agreement and, in particular, in accordance with Schedule B (Scope of Work).

4.2 The Project shall operate under the name specified in Schedule A.

4.3 Except as specifically set out in this Agreement, nothing contained in this Agreement shall be deemed or interpreted to create a partnership, association, agency, trust or business.

4.4 The Parties agree with each other that their rights, duties, obligations and liabilities to third parties and each other shall be several and neither joint and several nor collective and that each Party will be responsible only for its obligations arising under or consequent upon this Agreement.

5. OVERALL MANAGEMENT

5.1 The Parties (or some of them) shall meet as often as required in order to decide upon the management and implementation of the Project as part of the Underground Power Program.

5.2 Subject to Clause 5.3, the Underground Power Program Steering Committee (“Steering Committee”) established by the Minister for Energy and consisting of representatives of the Office of Energy, Western Power, and the Western Australian Local Government Association, for the purpose of this Agreement, has the authority to expand the scope of the Project to include a street contiguous to the Project boundary and where it crosses a local government district boundary. This is subject to the Steering Committee being satisfied that suitable arrangements are in place between the LGA (and/or parties) and the adjacent LGA and, subject to the preservation of the general conditions that apply to this Agreement. The adjacent LGA will not be a Party to this Agreement.

5.3 The Steering Committee, for the purposes of this Agreement, is expanded to include representatives of the LGA (“Expanded Steering Committee”). Members of the

Project Team will not be eligible to be representatives on the Expanded Steering Committee.

- 5.4 The Parties acknowledge that the Expanded Steering Committee will:
- set objectives at the initial meeting for the Project to include matters such as financial management etc;
 - review regular reports on the progress of the Project;
 - resolve disputes between members of the Project Team by instructing the relevant party; and
 - direct the Project Team in any matters associated with the Project.
- 5.5 The Parties acknowledge and agree that the decisions of the Expanded Steering Committee will be made on a unanimous basis between the respective local authority representative and the Steering Committee. If unanimous agreement cannot be reached, then disputes shall be resolved in accordance with Clause 12.

6. PROJECT MANAGEMENT

- 6.1 There shall be a person appointed responsible for the overall management and implementation of all Program Projects (“Program Manager”) who shall be a person nominated and employed by Western Power and approved by the Steering Committee.
- 6.2 For this Project, the Program Manager shall provide direction to, and accept advice from, a team (“Project Team”) consisting of the positions outlined in Schedule E. Appointments to the Project Team including the Project Manager (who shall be appointed by the Program Manager) shall be approved by the other Parties to the Project. Parties may not unreasonably withhold their approval of an appointment to the Project Team.
- 6.3 Where Project Team members are specified in Schedule E as performing key roles and/or responsibilities under this Agreement, the responsible party (Western Power or the LGA) will provide those individuals to fulfil these requirements ensuring they have the requisite skills and experience and the required direct authorities, delegations and organisational familiarity to carry out their Project Team responsibilities fully and effectively.
- 6.4 For the duration of this Agreement, the performance of Project Team members (including the Project Manager) against the key roles and responsibilities outlined in Schedule E, will be subject to review by all Parties to the Project. Where performance issues arise, all parties will meet together to resolve these issues. If all Parties agree that a specified individual is unable or unavailable to meet the requirements of their position on the Project Team as identified in Schedule E, the associated party will promptly propose a substitute for appointment to the Project Team. Any substitute appointments to the Project Team must be approved by the other Parties. Parties may not unreasonably withhold their approval of a substitute.
- 6.5 The Project Team shall meet when required in order to enable the Project to operate in a continuous manner and shall be chaired by the Project Manager or by his nominee

who shall be a member of the Project Team. At the discretion of the Project Manager, all members of the Project Team shall meet together to discuss the Project, or separate meetings of relevant Project Team members shall be held to discuss the Project.

- 6.6 The Project Manager shall be responsible for ensuring that minutes of meetings of the Project Team are kept and that copies are promptly forwarded to the Parties.
- 6.7 The LGA will from time to time and as required, provide support to the Project Manager on technical and financial matters and Project Team representatives as outlined in Schedule E, shall be nominated by the LGA for that purpose. Before work commencement the LGA shall investigate and provide to the Project Manager, details of all underground services infrastructure for which the LGA is responsible, including storm water drains.
- 6.8 The Program Manager shall not have the authority to make decisions that vary the terms of this Agreement.
- 6.9 Western Power shall ensure that the Program Manager undertakes the tasks allocated to the Program Manager as set out in this Agreement. The reasonable costs (including salaries) incurred by Western Power and the LGA in providing their respective appointees under Clause 6.2 shall be deemed to be 'in-kind' costs for that Party for the purposes of Clause 8.3.
- 6.10 The Program Manager shall provide monthly reports to the Parties regarding the progress of the Project. This report will be provided within 10 working days of the end of each month.

7. PROJECT TEAM RESPONSIBILITIES

The Project Team under the direction of the Program Manager is responsible for the successful outcome of the Project and shall, with the help of internal and external resources, formulate, agree and implement the following:

- 7.1 Project planning, technical design and preparation of a contract labour specification.
- 7.2 Establishment of best value contracts for labour and supply of best value materials.
- 7.3 Review of Project cost and advice to the Parties of any Schedule A Project Budget implications (see Clause 13.1).
- 7.4 Project and Contract Management (including Connection and Energisation of the new system) ensuring best practices are followed particularly regarding safety, quality and industry technical standards.
- 7.5 Stakeholder Communications planning including resolution of operational issues of concern to property owners and occupiers.
- 7.6 Practical completion validation of the Project including the issue of practical completion certificates.

8. FINANCIAL

- 8.1 The State, Western Power, and the LGA shall contribute the proportion of the cost of implementing the Project as specified below (up to the dollar amounts specified in Schedule A as “Project Budget”):

State of Western Australia	25%
Western Power	25%
The City of South Perth	<u>50%</u>
	100%

- 8.2 The Program Manager shall prepare (and submit to the relevant Parties for approval) a Project Budget for the implementation of the Project. The Project Budget will include respective ‘in-kind’ contributions as agreed to by the Parties.
- 8.3 The Parties will contribute their respective shares of costs in cash in accordance with an agreed cash call schedule. The LGA is to invoice monthly its progressive Project ‘in-kind’ costs determined using the *Guidelines – in-kind costs incurred by parties participating on selected projects* specified in Schedule D. These invoices are to be verified by the Project Accountant and approved by the Program Manager.

The Parties are required to justify that the best value for money for the Project has been achieved in incurring the expenses being claimed as ‘in-kind’ costs.

Western Power will include in the monthly Project report, its labour and overhead material costs for:

- Design of the new underground network
- Contract establishment
- Material Management
- Engineering
- Project Management, Contract Administration and Site Supervision
- Quality Management
- Accounting Services and Public Liaison

- 8.4 The Program Manager shall, (based on the approved Project Budget and anticipated expenditure) make cash calls in respect of each Project on the relevant Parties every two months or as agreed by the Parties. Each Party shall contribute its share of a cash call within 14 days and all such moneys received shall be held by Western Power for and on behalf of the Parties for the Project.
- 8.5 Failure to pay a cash call by the due date shall render the offending Party in default. Interest shall accrue on any unpaid amount at the Reference Rate. Cash calls (and any interest payable) shall be a debt due and owing by the relevant Party to Western Power, for and on behalf of the Parties.
- 8.6 To assist efficient Project Management, contract variations of \$30,000 or under shall be authorised by the Program Manager with retrospective justification to all Parties and to the Steering Committee.

- 8.7 The financial records maintained by each Party and the Program Manager with respect to a Project shall be open to examination and audit by any relevant Party involved in that Project at that Party's cost at any time.

9. INSURANCE

- 9.1 The Parties shall obtain adequate insurance cover in respect of the activities of the Project (and the individual 'in-kind' costs of the Parties) for risks associated with:
- 9.1.1 public liability;
 - 9.1.2 professional indemnity;
 - 9.1.3 workers' compensation;
 - 9.1.4. motor vehicles; and
 - 9.1.5. all other relevant risks.
- 9.2 The relevant Parties agree to apportion public liability in respect of the Project (through their separate insurance schemes) in accordance with Clause 4.4. Each party will still be responsible for its own excess liability, with the excess not being a cost that is attributed to the Project. The Parties agree that any additional insurance premium required as a consequence of providing extra insurance cover, shall be the responsibility of that Party and not attributed as a cost to a Project.

10. TENDERS

- 10.1 The Parties envisage that the labour involved in street services, house services, lighting installation and removal of the overhead system may be done by contractors through a tender or quotation process at the discretion of the Program Manager.
- 10.2 The Program Manager where necessary, shall use formal Western Power tender or quotation processes (with appropriate amendments), and may include the specifications that will be required for road, verge, public and private property reinstatement works which shall be provided by the LGA for its LGA district. The reasonable costs of this tender or quotation process shall be regarded as an 'in-kind' contribution, for the purposes of Clause 8.3.
- 10.3 The Parties shall be entitled to tender for the Project work outlined in 10.1 and 10.2.
- 10.4 Except for LGA direct cost work as agreed by the Program Manager subject to Clause 22.9, contracts shall be established in the name of Western Power for and on behalf of the relevant Parties to the Project in this Agreement by the Program Manager following assessment of tenders or quotations by a team appointed by the Program Manager.

11. TECHNICAL

- 11.1 Western Power shall be primarily responsible for the planning, design and Project Budget estimation work associated with the Project. The reasonable costs of such work as assessed by the Program Manager shall be regarded as an 'in-kind' cost by each Party, as incurred by that Party, for the purposes of Clause 8.3.
- 11.2 The Program Manager shall ensure that the Project complies with all relevant legislation and regulations and complies with relevant codes of practice or appropriate standards.
- 11.3 The reasonable costs of material and equipment purchasing, logistics and management systems shall be included in the cost of the Project as an 'in-kind' cost by the relevant Party for the purpose of Clause 8.3. The Program Manager shall review and approve those costs.
- 11.4 Any Scrap or Salvage value shall be recognised as an additional 'in-kind' credit from Western Power to the Project and accounted for in the financial reports.

12. DISPUTE RESOLUTION

- 12.1 If a dispute arises between the Parties relating to the Project, or this Agreement (but not a dispute under a tender or other contract between a Party in its capacity as a contractor and Western Power for and on behalf of the relevant Parties) then any Party may issue a notice ("Dispute Notice") to the other Parties setting out the nature of the dispute and the time, date and venue (in Perth) of the meeting to resolve the dispute (such meeting to be held within 14 days of the date of the Dispute Notice).
- 12.2 The Parties shall meet (as required by the Dispute Notice) in good faith and attempt to resolve the dispute.
- 12.3 If the dispute is not resolved (as evidenced by the agreed terms of settlement of the dispute being recorded in writing and signed by all Parties) within 28 days of the date of the Dispute Notice then the dispute may be referred to a referee nominated by the President for the time being of the Law Society of Western Australia.
- 12.4 Subject Clause 12.7, any Party may effect the referral by giving notice to the President for the time being of the Law Society setting out reasonable particulars of the dispute (and of its own position with respect to the dispute) and requesting the appointment of a referee and undertaking, on behalf of all Parties, to pay the fees of the referee. A copy of the notice shall be given to all Parties and all Parties shall be deemed to have authorised the Party making the referral to pledge their credit so far as concerns the undertaking given to pay the referee's fees.
- 12.5 The decision of the referee shall be final and binding upon and between the Parties and no Party shall commence any legal proceedings against any other Party in respect of any subject matter which has been referred to a referee until such time as the referee has made a determination and then only in respect of any matter of law in respect of which any Party claims that the referee may have misdirected himself. The Parties

undertake and agree between themselves to be bound by the decision of the referee on all matters of fact.

- 12.6 In the event of any Party failing to do all things required of it by the referee within any period specified by the referee, the referee may proceed to determine the matter in the absence of that Party or notwithstanding that Party's failure to do all things required of it.
- 12.7 Each Party to the dispute shall pay and be liable to pay an equal share of the referee's reasonable costs of determining the dispute (whether or not the matter is dealt with or without the presence of any Party) in an amount fixed by the President of the Law Society of Western Australia having regard to any recommended scale of charges fixed by law or by the professional association of which the referee is a member. Subject to Clause 12.4 and the general obligation of the Parties to pay the fees of the referee, it shall only be the Parties involved in the dispute who shall bear the costs of the referee's charges which fees shall not be regarded as an 'in-kind' contribution.
- 12.8 This Clause 12 shall not be deemed to be a submission to arbitration within the meaning of the *Commercial Arbitration Act 1985* of Western Australia.
- 12.9 A referee may, at the expense of the Parties to the dispute, seek the opinion of such experts as he or she may deem necessary or convenient in order to enable him or her to make a final determination.
- 12.10 Nothing in this Agreement shall prevent any Party from having legal representation during the resolution of a dispute.

13. COST INCREASES

- 13.1 If the Program Manager determines that the Project Budget nominated in Schedule A may be exceeded at any stage of the Project, he may put forward a proposal to the other Parties to either increase the Project Budget, reduce costs by changing the scope of the Project, terminating the Project, or other appropriate means.
- 13.2 The Parties shall consider the proposal and shall agree a mutually acceptable method to amend or terminate the Project (as well as any options to identify additional sources of funding) subject to the approval of the Steering Committee.

14. PROJECT ACCOUNTING

- 14.1 Western Power and the LGA nominated representatives and their non contracted support staff, shall have an overhead rate for their 'in-kind' work costs as specified in Schedule D. Acceptable inclusions to the overhead rate are annual leave, long service leave, public holidays, payroll tax, retrospective back pay, sick leave, superannuation, workers compensation, insurance, Fringe Benefits Tax, operational expenses and corporate support costs.

15. THE PROGRAM'S OPERATING ACCOUNTING SYSTEM

Western Power shall arrange for an accounting system to be established in respect of the Project that complies with the industry standards.

16. PAD MOUNT SITES

16.1 Where possible pad mount sites for transformers, switchgear and other equipment shall be located on road reserves or in public parks or other reserves. Western Power shall consult the LGA during the design stage with regard to location of transformers, switchgear and other equipment. The LGA shall be responsible for promptly notifying and consulting with the relevant property owners.

16.2 The LGA shall use its best endeavours, in respect of the Project, to provide appropriate pad mount sites in accordance with Clause 16.1 and the reasonable costs of acquiring such sites as assessed by the Program Manager, shall be considered as an 'in-kind' cost by the LGA for the purpose of Clause 8.3. (Without limitation, the reasonable costs of acquiring such sites may include the reasonable costs of purchasing private land and the reasonable costs of obtaining all necessary and appropriate consents and approvals. Except in exceptional circumstances, the value of any land vested in the LGA that is used as a pad mount site shall not be regarded as an in-kind or Project cost.)

17. PUBLIC RELATIONS

17.1 The Parties recognise that the successful implementation of the Project will depend upon effective liaison with the LGA's property owners, Western Power's customers, occupiers and the general public.

17.2 The LGA shall have primary responsibility in consulting with the property owners and occupiers throughout the Project. Western Power and where required, the Steering Committee, shall provide all necessary appropriate support such as managing the Communications Plan (Clause 17.4).

17.3 The Parties recognise that effective liaison will require that the Parties "speak with one voice" and not make inconsistent or contradictory public statements.

17.4 A Public Liaison Officer appointed by the Program Manager shall implement and manage the Communications Plan (Schedule F) where appropriate with full cooperation of the Parties.

18. INDEMNITY

18.1 Each Party associated with the Project indemnifies, and shall hold harmless the other Parties associated with the Project and each director, officer, employee, agent and representative of such other Parties from and against any and all losses, claims, costs damages and liabilities arising out of any wilful or negligent act or omission by such indemnifying Party or any of its directors, officers, employees, contractors, agents or representatives in connection with the Project.

19. DEFAULT / TERMINATION

- 19.1 If there is any breach or default under this Agreement by any Party (“Defaulting Party”) then any other Party (“Non-defaulting Party”) may serve notice in writing upon the Defaulting Party requiring the Defaulting Party to remedy the breach or default within 30 days.
- 19.2 If the Defaulting Party fails to comply with the notice referred to in Clause 19.1 of this Agreement, then the Non-defaulting Party may terminate this Agreement upon 60 days notice in writing to the Defaulting Party and all other Parties. This does not preclude any of the Parties associated with this Project from taking legal action.
- 19.3 Upon termination of this Agreement pursuant to this clause the Program Manager shall arrange for a reconciliation of all amounts paid and owing by the Parties and, if required, a final cash call shall be made in order to satisfy all outstanding debts and liabilities of the Project. The final cash call shall be paid in accordance with Clause 8.
- 19.4 Upon termination of this Agreement in accordance with this clause, the Program Manager shall ensure that all work on the Project stops immediately (other than such work as is necessary to enable part completed works to be left in a safe condition). The Parties shall be responsible for all work required to enable part completed work to be left in a safe condition. Such work shall include but not be limited to filling in all trenches; reinstating all roads and footpaths; and making all electrical equipment safe. The Program Manager shall endeavour to ensure that there are always reasonable funds in the project account to cover the cost of such work.
- 19.5 This Clause 19 is subject to Clause 12 of the Agreement and a Party will not be deemed to be in default under the Agreement while the dispute is being resolved under Clause 12 of the Agreement and will not be deemed to be in default if the dispute has been resolved in that Party’s favour.

20. OWNERSHIP OF INFRASTRUCTURE

- 20.1 The Parties acknowledge and confirm that Western Power may, in its sole discretion, install additional infrastructure associated with the distribution and/or transmission of electricity in conjunction with the installation of Project infrastructure provided that Western Power shall be responsible for the directly attributable incremental costs involved and that the Project shall not thereby incur any additional costs.
- 20.2 Subject to Clauses 20.3 and 22.9, the Parties acknowledge that all infrastructure (including, without limitation, all cables, connection pillars, transformers, street lights, street light columns, communication cables, conduits, pipes, pits and other infrastructure, whether located above ground or below ground) installed as part of or in conjunction with the Project shall vest in and be owned by Western Power and Western Power shall be solely responsible for its ongoing maintenance and operation from the practical completion of the Project.
- 20.3 The Parties acknowledge that any new underground electrical cable (consumer's mains) between Western Power's connection pillar and the consumer's meter box (or

other point of attachment) installed as part of the Project shall be the consumer's responsibility for ongoing maintenance and operation and shall not vest in or become owned by Western Power.

21. EXISTING PILLAR AND CONSUMERS MAINS

- 21.1 It is acknowledged that at some premises in the Project area there may already be installed a connection pillar (typically covered with a green plastic dome) and a consumer's mains (typically an underground cable connecting the premises to the connection pillar).
- 21.2 The Program Manager will take into account a pre existing underground connection pillar and consumer's mains for any premises in the Project area in the design of the Project, and the Project Budget, if those pre existing works meet all the Western Australian Electrical Requirements for the Project.
- 21.3 The LGA will recognise any savings to the Project and costs incurred by the property owner of an applicable premises achieved by the use of pre existing works by giving an appropriate discount to the owner's levy payable to the LGA or refund if no levy applicable. The amount of the discount or refund will be determined by the LGA in consultation with the Steering Committee, in each case and in accordance with the LGA's proposal.

22. MISCELLANEOUS

- 22.1 This Agreement may not be varied, altered, amended, renewed or extended except by a further written agreement executed by all Parties.
- 22.2 This Agreement shall enure to the benefit of and be binding upon the successors and assignees of the respective Parties.
- 22.3 This Agreement shall be governed by and construed in accordance with the laws of Western Australia and each Party submits to the non-exclusive jurisdiction of the courts of Western Australia.
- 22.4 The provisions of this Agreement constitute the entire agreement between the Parties relating to the subject matter of this Agreement and shall supersede all previous communications, oral or written, between the Parties with respect to such subject matter.
- 22.5 No waiver by a Party of any of the provisions of this Agreement shall be binding unless expressly agreed to in writing by that Party and any such waiver shall relate to only such matter, non compliance or breach as is expressly referred to in writing and shall not apply or be deemed to apply to any subsequent or other matter, non-compliance or breach.
- 22.6 If any clause or part of a clause in this Agreement shall be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of the remainder of this Agreement and such invalid clause or part of a clause shall be deemed to have been deleted from this Agreement.

- 22.7 All notices or other communications between the Parties pursuant to this Agreement shall be in writing and shall be addressed to the Party at its address as recorded in this Agreement. The address of any Party may be changed by giving notice in writing at any time to all other Parties. All notices or other communications delivered or dispatched by pre-paid post, courier or facsimile shall be effective when received.
- 22.8 The Parties shall do all things reasonably necessary to achieve the objects of this Agreement and the implementation of the Project.
- 22.9 If approved by the Program Manager, additional work that is requested to be undertaken that is outside of the Equivalent Project Scope of Work, shall be a cost borne by the relevant Party requesting such additional work. This includes stand-alone Transmission System infrastructure changes. Special lighting or decorative street light columns shall become the property of the requesting Party unless otherwise agreed between Western Power and the LGA. Where this work impacts on the Project as determined by the Program Manager, only Program Preferred Vendors shall be used and scheduling shall be to the Project Team's requirements to ensure effective integration of the work.
- 22.10 Notwithstanding the description of the Scope of Work, the Project shall also include such other streets or areas as agreed in writing by the Parties from time to time. No variation of the Scope of Work as agreed in writing by the Parties shall vary the amount of funding required to be provided by each Party as specified in Clause 8.1 and Schedule A of this Agreement, unless otherwise agreed in writing.
- 22.11 The Parties agree to the provisions relating to the impact of the Goods and Services Tax (GST) on this Agreement as set out in Schedule C.
- 22.12 The Project Budget shall include costs associated with direct Transmission System interfacing needs such as retaining existing distribution poles for support or establishing alternate staying arrangements and re establishment of pilot cable networks.
- 22.13 A Project Closeout fund shall be included in the Project Budget applicable from Practical Completion for a period of 12 months. This fund is to cover costs incurred by the parties as per the Inkind Cost Guidelines Schedule D, Clause 8, 9 and 10.

Executed as an agreement by the Parties on the date stated in Schedule A:

SIGNED BY)
THE HONOURABLE FRANCIS LOGAN)
 MINISTER FOR ENERGY)
 FOR AND ON BEHALF OF)
 THE STATE OF WESTERN AUSTRALIA)
 IN THE PRESENCE OF:) _____

Witness: _____
 Print name: _____
 Address: _____

SIGNED FOR AND ON BEHALF OF)
ELECTRICITY NETWORKS)
CORPORATION)
 IN THE PRESENCE OF:) _____

Witness: _____
 Print name: _____
 Address: _____

THE COMMON SEAL OF)
 THE **CITY OF SOUTH PERTH**)
 WAS HEREUNTO AFFIXED)
 PURSUANT TO A RESOLUTION)
 OF COUNCIL IN THE PRESENCE OF:)

Mayor _____

Chief Executive Officer _____

SCHEDULE A: LGA/PROJECT INFORMATION

1. **DATE OF THIS AGREEMENT**

2. **LGA (CLAUSE 1.3)**

City of South Perth

3. **LGA DISTRICT (RECITAL 2.2, 2.3 AND 2.5, CLAUSE 4.1)**

Como East as outlined in drawing (Drawing number) in Schedule G

4. **PROJECT NAME (CLAUSE 4.2)**

Como East Major Residential Project

5. **PROJECT BUDGET (CLAUSE 8.1)**

State of Western Australia (25%)

Western Power (25%)

The City of South Perth (50%)

TOTAL \$

SCHEDULE B: SCOPE OF WORK

1. This Project involves the planning, design, installation and commissioning of an underground electricity supply distribution system in the area of Mount Pleasant. Residential and commercial lots are included.
2. The geographic area of the Project is shown on the attached site plan (Drawing Number)
3. The scope of work covered by the Project consists of:
 - a. Planning and design of a new underground high and low voltage distribution system including service run outs and standard Western Power streetlights where required. Standard streetlights located as per minimum requirements of relevant Australian Standard.
 - b. Labour contract establishment and acquisition of all equipment, materials and services.
 - c. Project, contract management and site supervision.
 - d. Stakeholder communications planning including resolution of operational issues of concern to property owners and occupiers.
 - e. Identification of any relevant deficiencies in the existing electrical installation of properties and notification to owners for their remedial action.
 - f. Installation, connection, commissioning and energisation of all cables, plant and equipment and associated works that constitute the new distribution system; including street lighting systems and conversion to underground of all existing overhead service connections from each property boundary to the property building.
 - g. All permanent reinstatement works to roadways, road verges, footpaths, driveways and gardens, directly affected by the project works.
 - h. Removal of the redundant overhead distribution system and street lighting.
 - i. Practical completion validation of the Project including issue of practical completion certificate.
 - j. Asset handover of the new system including updates to the Distribution Facilities Information System (DFIS).
4. The Project commencement date will be by mutual agreement between the Parties. A program will be issued before commencement.

SCHEDULE C: GST (GOODS AND SERVICES TAX)

1. The vesting of the Project works in Western Power (upon satisfactory completion of the Project, the issue of a Certificate of Practical Completion and approval by the Program Manager) is a taxable supply from the City of South Perth to Western Power.
2. Unless otherwise stated, all amounts payable or the value of other consideration provided in respect of the supplies made under this Contract are exclusive of GST.
3. If a supply under this Contract is subject to GST then the recipient of the supply must pay, in addition to the other consideration payable or to be provided for the supply, and additional amount equal to the GST.
4. Where any amount is payable to a Party as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost expense or any other amount incurred by that Party, then such amount shall be reduced by any part of that loss, cost expense or other amount which is attributable to GST for which that Party, or the representative member of any GST group of which that Party is a member, is entitled to an input tax credit.
5. The additional amount payable under clause 4 shall be payable at the same time as the payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a Tax Invoice being issued by the Party making the supply.
6. Where in relation to this agreement a Party makes a taxable supply, that Party shall provide a Tax Invoice in respect of that supply at or before the time the payment to which the supply relates is payable.

SCHEDULE D: GUIDELINES – IN-KIND COSTS INCURRED BY PARTIES PARTICIPATING ON SELECTED PROJECTS

1. INTRODUCTION

These guidelines have been prepared to assist all Parties participating on selected projects identify eligible ‘in-kind’ costs which can be claimed, approved overheads, the process to submit claims, periodic audit, commencement and termination dates for eligible costs and relationship between the ‘in-kind’ costs and the Project Budget.

2. ELIGIBLE ‘IN-KIND’ COSTS

Eligible costs are reasonable direct Project costs incurred by any Party to the Agreement. Costs incurred during the Detailed Proposal Stage are eligible provided the Project is approved. These costs should be recorded for potential ‘in-kind’ cost claims. These costs are categorised into direct labour, direct materials and other costs.

2.1 Direct Labour

Project specific hours by Party employees, which must be recorded using the timesheet provided by the Project Accountant, with certification by a Party senior officer.

2.2 Direct Materials

Materials reasonably used on the Project. Overheads cannot be applied to non-inventory direct purchase materials used on the Project.

2.3 Other Costs

These include (mainly for the LGA)

- Costs of power levy notice preparation (excluding software)
- Project newsletters to property owners and occupiers,
- Consultant fees,
- Community Support Survey, and
- Project Completion Survey.

2.4 Project Management Costs (Mainly for Western Power)

These include labour and material costs for:

- Design of the new underground network
- Contract establishment
- Material Management
- Engineering
- Project Management, contract administration and site supervision
- Quality Management
- Accounting Services and Public Liaison

3. INELIGIBLE 'IN-KIND' COSTS

3.1 Computer Software

Computer software or software development where the LGA retains ownership and exclusive use.

3.2 Costs During Expression of Interest Stage.

Administration or consultancy costs prior to the Detailed Proposal Stage such as preparing the expression of interest (unless Project Management specific to the Project - refer to Schedule D Section 2.4).

3.3 Costs During Detailed Proposal Stage

Ineligible if the Project does not proceed.

3.4 Costs Incurred Beyond the Project Scope

These include extra Project requirements, which are not standard equivalent design, such as painted street light columns, or system enhancements or reinforcement. If these costs are incurred they are to be paid by the requesting party.

4. VALUE FOR MONEY

Parties are required to justify that the best value for money, for the Project, has been achieved in incurring the expenses being claimed as 'in-kind' costs where other alternatives are available to carry out the activity.

Any dispute on this matter is to be resolved by the Underground Power Program Steering Committee. As part of the audit process, efficiencies of carrying out certain activities may be compared against similar activities carried out elsewhere. The intent is to strive for best practice.

5. APPROVED OVERHEADS

The agreement provides for 93% overhead on base direct labour (includes annual leave, long service leave, public holidays, payroll tax, retro pay, sick leave, superannuation, worker's compensation, insurance, Fringe Benefits Tax, operational expenses and corporate support costs) and 10% on direct materials. There are no overheads applicable to other 'in-kind' costs, non-inventory items and consultancies.

6. PROCESS TO SUBMIT LGA CLAIMS

A template is available to the LGA from the Project Accountant to enable reporting of direct labour, direct materials, other costs and overheads. This is to be submitted to the Project Accountant by the 3rd working day of each month for approval and inclusion in the monthly Project business report. Once 'in-kind' costs have been approved, the LGA is to submit an invoice for payment to the Project Accountant.

7. PERIODIC LGA 'IN-KIND' COST AUDITS

During the Project, the Project Accountant carries out periodic audits with an officer nominated by the LGA. All queries are to be resolved prior to the next audit. On a monthly basis the Program Manager and the Senior LGA representative will be required to review the 'in-kind' costs.

8. COMMENCEMENT AND TERMINATION DATES

Subject to 3.3 above, 'in-kind' costs are incurred from the start of the Detailed Proposal Stage with eligibility ceasing at the end of the period of 12-months after Practical Completion.

9. RELATIONSHIP OF 'IN-KIND' COSTS TO PROJECT BUDGET

The 'in-kind' cost provision is included as part of the Project Budget in the following categories:

- a. 'LGA inkind Costs' based on reasonable LGA estimates principally using the attached Schedule E responsibility list for the LGA Management and Field Representatives.
- b. Project Closeout Fund (see 10 below)

These costs shall not be offset against cash calls but are to be invoiced as per 6 above.

10. CLAIMS AFTER PRACTICAL COMPLETION

A Project Closeout fund shall be held for project expenses incurred over the 12 months after Practical Completion.

Eligible claims against this fund are:

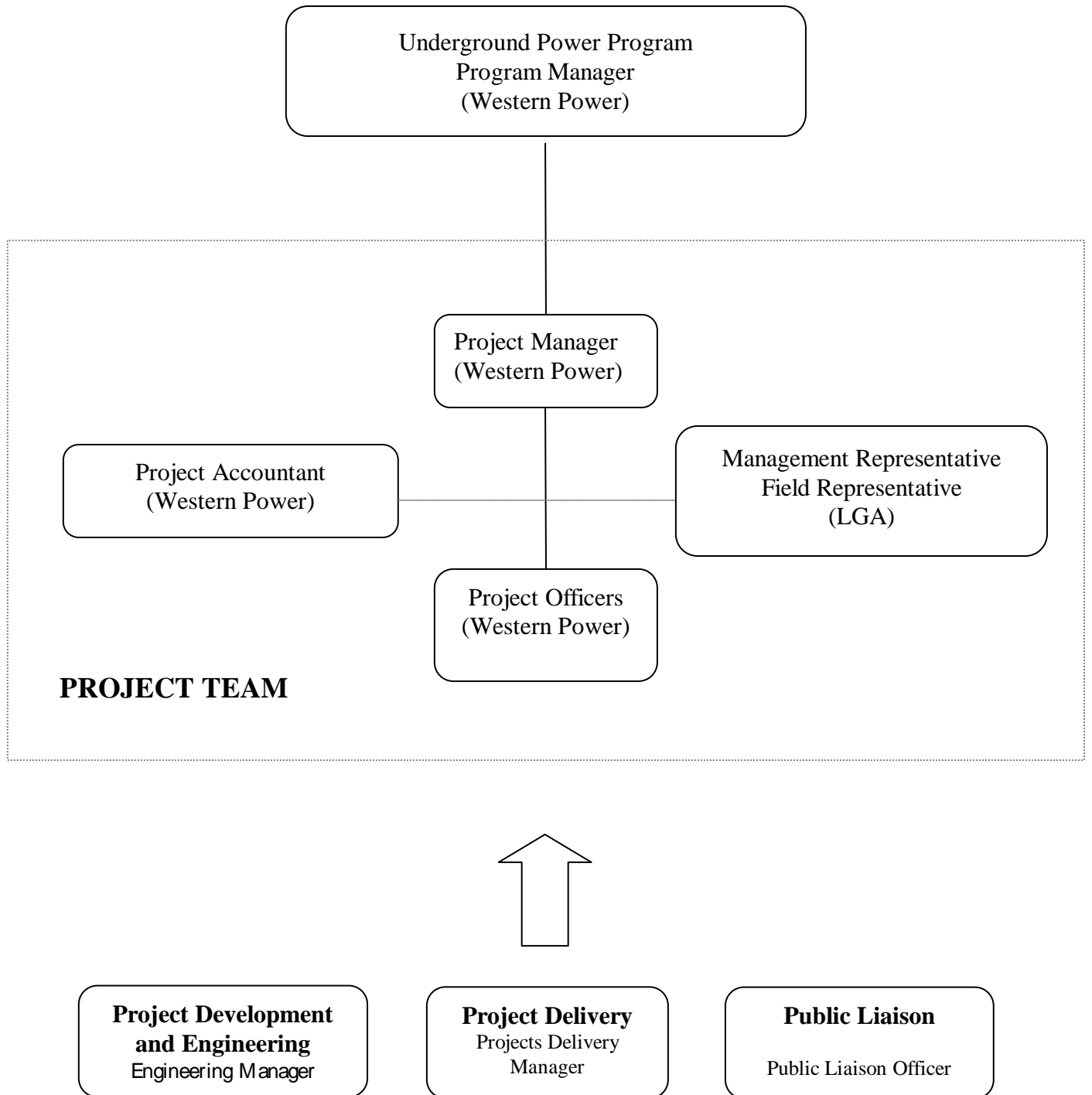
- 10.1 Western Power and LGA administration ongoing costs directly associated with the Project (e.g.: survey and closeout report)
- 10.2 Distribution Facilities Information System (DFIS) integration costs
- 10.3 Other approved project costs after Practical Completion expenditure reports i.e.:
 - 10.3.1 Invoices processed after practical completion; and
 - 10.3.2 Project planned follow-up work such as sewer CCTV inspections, peak load testing, location marking cleanup.
- 10.4 Approved project areas damage claims not part of contractor warranties.

LGA claims against this fund shall be managed as per 6 and 7 above.

11. FURTHER INFORMATION

If any further information is required, please contact the Project Accountant on telephone 9326 4976 or fax 9326 4936.

SCHEDULE E: TYPICAL PROJECT TEAM STRUCTURE



Role	Responsibilities
Program Manager (Appointed by Western Power)	<ul style="list-style-type: none"> • Overall responsibility for the Program and Project Management. • Recommendation and advice to Steering Committees • Project evaluation, scope and programs • Program budget and planning control • Expenditure reviews • Business reports • Stakeholder Management
Project Manager (Appointed by Program Manager)	<ul style="list-style-type: none"> • Implement the assigned Project Execution Plan (PEP) • Assess risk and review controls • Initiate work activity execution • Monitor and control execution • Contract Management • Authorisation of Project variations • Progressive expenditure review and action to meet budget • Provide reports on cost, progress and milestones to Program Manager • Project close out reports to Program Manager
Project Officers (Appointed by Program Manager)	<ul style="list-style-type: none"> • Site Project Management including scheduling. • Material procurement and reconciliation • Site safety • Assist in public liaison and stakeholder site management. • Site coordination of Contractors (civil, electrical, street light, demolition) • Work practices and standards implementation. • Reporting on cost, progress and milestones • Commissioning and hand over. • DFIS update. • Cost reconciliation
Project Accountant (Appointed by Program Manager)	<ul style="list-style-type: none"> • Program Agreement Accounting • Develop, accurately maintain and report Project Budget • Project accounting • Accounting advice to Steering Committee • Accounting service to Project Team • Assist in expenditure reviews • Plan, Prepare and issue Cash calls • Manage Contract Payments • Assist in Program planning
LGA Management Representative (Appointed by LGA)	<ul style="list-style-type: none"> • Senior representation of LGA on Project Team • Identify and assist in managing LGA Project interface issues at management level • Provide monthly 'in-kind' cost reports • Carry out agreed Project activities as requested by Project Manager
LGA Field Representative (Appointed by LGA)	<ul style="list-style-type: none"> • Field representation of LGA on Project Team • Identify and assist in managing LGA Project interface issues on site • Liaise with Public Liaison Officer on stakeholder management issues • Carry out agreed Project activities as requested by Project Manager including <ul style="list-style-type: none"> ○ Supply of specialised pavers, sand, blue metal or slabs in small quantities and ○ Arranging LGA repair services for specialised reinstatement of concrete, bitumen or verg
Projects Delivery Manager (Appointed by Program Manager)	<ul style="list-style-type: none"> • Responsibility for delivery of PEP's for all projects • Allocation of resources • Process methods and applications • Standards • Training • Performance review and analysis

Public Liaison Officer (Appointed by Program Manager)	Responsible for LGA, public, and Government stakeholder management as regards: <ul style="list-style-type: none">• Implementing Stakeholder Communications Plans• Public Information and local liaison• Issue investigation and resolution• Liaison with Project Team and other designated LGA representatives• Communication plan reporting including surveys/key performance indicators• General information through news media, web sites, newsletters
--	--

SCHEDULE F: PROPERTY OWNER / OCCUPIER COMMUNICATIONS PLAN

1. Introduction

Between 1995 and 2002, projects relied on information mainly being provided before commencement via general or special LGA newsletters and local media. Contractors provided brief advice slips before each key stage. LGAs were meant to act as call centres for inquiries but in practice these were passed straight on to the Western Power project team. Establishment of a dedicated Public Liaison Officer and establishment of a targeted information system has greatly improved communication effectiveness with property owners/occupier

2. Objectives

- Inform each affected property owner and occupier in sufficient detail before and after the key work stages of street and house services, power supply changeover and demolition.
- Establish a timely and effective response to property owner/occupier issues.

3. Property Owner/Occupier Communications Schedule

	Category	Property Owner	Occupier	Responsibility	Support
1	1 month before Project start	Information letter/brochure		LGA	Western Power
2	1 week before start of street / house service for cell		Start-up advice	Western Power	
3	Immediately after completion of street / house service		Information letter	Western Power	
4	1 week before streetlight installation		Installation Advice	Western Power	
5	2 weeks before power supply changeover	Information letter		LGA	Western Power
6	2 days before power supply changeover		Changeover advice	Western Power	
7	Completion survey	Information survey		LGA	Western Power
8	General Project Issues			LGA	Western Power

Overall Coordination: Underground Power Program Public Liaison Officer

Schedule G: LGA District Plan

View of Como Beach foreshore looking north to the Comer Street Pedestrian Overpass

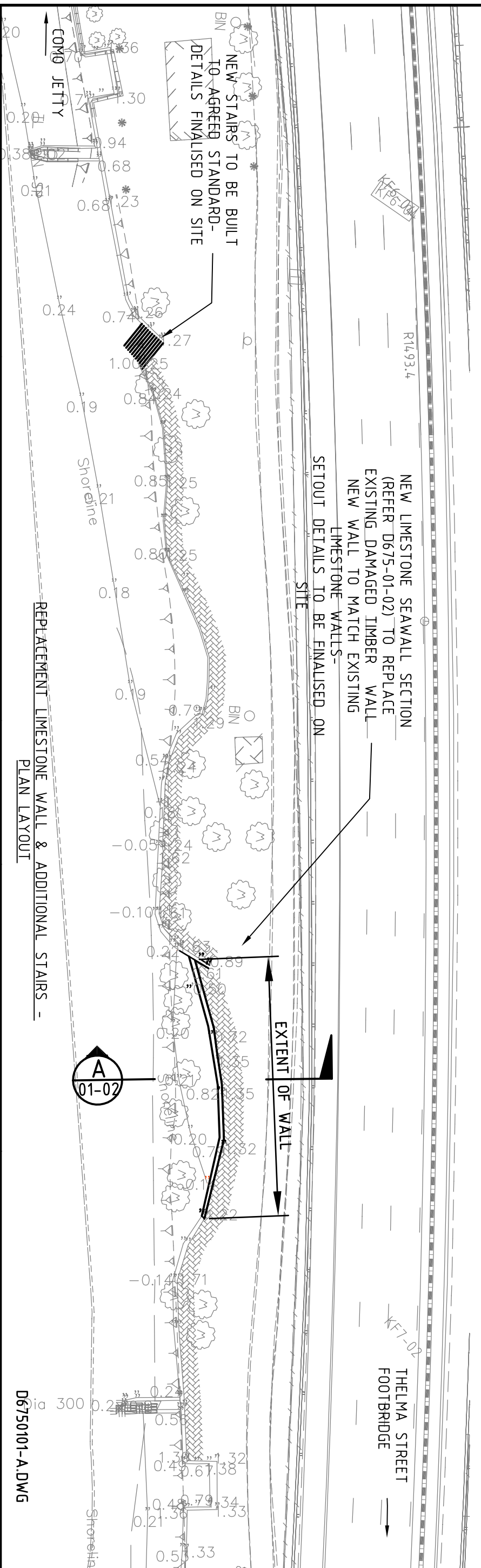
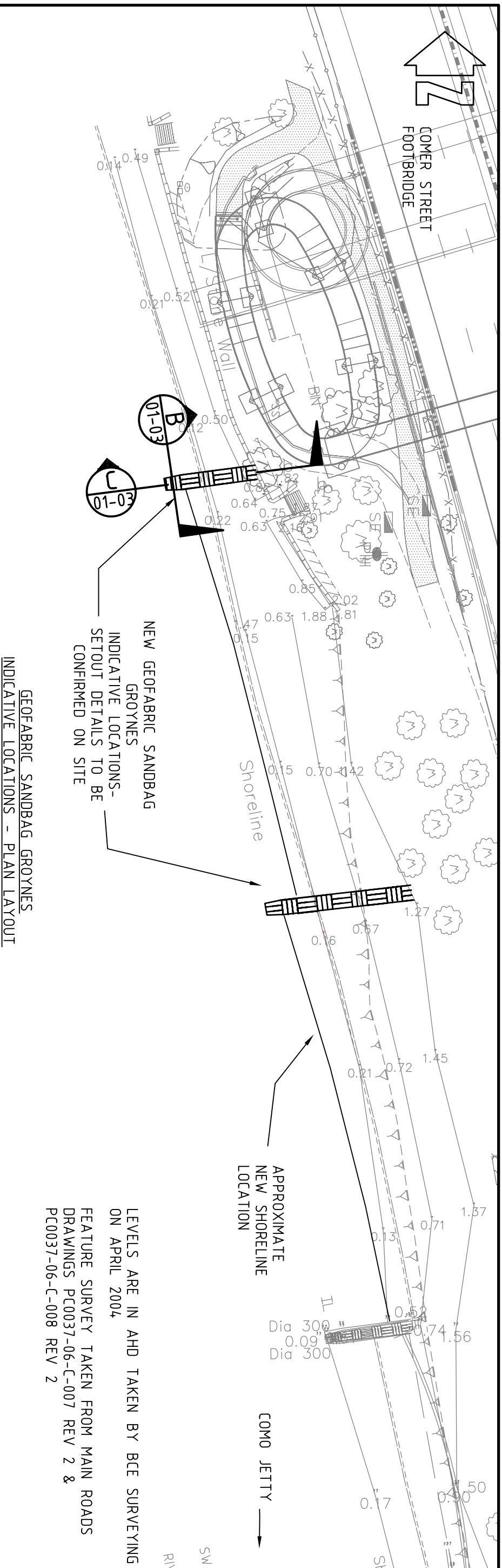


View of failing wood wall section



View of failing wood wall section





CITY OF SOUTH PERTH CLIENT		DESIGNED DLO		CHECKED DAB		APPROVED	
PRELIMINARY ISSUE DESCRIPTION		DRAWN DLO		CHECKED DAB		DATE	
REV A DATE 31.8.07		APP'D DAB		DESCRIPTION		REV A	
PROJECT COMO BEACH FORESHORE							
TITLE FEATURE PLANS							
SCALE AT A3 1:500		DRAWING NUMBER D675-01-01		REV A		COPYRIGHT The concepts and information contained in this document are the Copyright of M P Rogers & Associates. Use or copying of the document in whole or part without the written permission of M P Rogers & Associates constitutes an infringement of copyright.	
M P ROGERS & ASSOCIATES COASTAL & PORT ENGINEERS Unit 2, 133 Main Street, Phone : + 618 9444 4045 Osborne Park, WA 6017. Fax : + 618 9444 4341 Western Australia. admin@coastandports.com.au							



CITY OF SOUTH PERTH	
27 JUL 2007	
Doc ID No:	
File No:	PR/559.
Original To:	m/ce
Action <input checked="" type="checkbox"/>	Info <input type="checkbox"/> File <input type="checkbox"/>



ABN: 50 860 676 021

Enquiries: Forbes Watson on 9323 4106
 Our Ref: 03/6695
 Your Ref: PR/559

25 July 2007

Mr C Frewing
 Chief Executive Officer
 City Of South Perth
 Cnr Sandgate St And South Tce
 SOUTH PERTH WA 6151

SCANNED

ATTENTION: MARK TAYLOR

KWINANA FREEWAY FORESHORE RIVER WALL NEAR COMER ST PEDESTRIAN BRIDGE

I refer to your letter of 10 July 2007 concerning the above; and the subsequent meeting onsite on 24 July 2007 attended by Mark Taylor (C of SP), D Bobridge (M P Rogers & Associates), Lou Rho (MRWA), Slavitsa Dimitrecivic (MRWA) and Forbes Watson (MRWA).

It was agreed at the meeting that the most appropriate action to reduce the erosion along this section of beach was construction of a groyne and beach renourishment. If this fails then construction of a river wall may be the only solution.

Main Roads is prepared to contribute to the proposed groyne and beach renourishment on a 50:50 basis with the City up to around \$30,000 each. This is on the basis that the foreshore in this area is required to provide amenity for the users of the foreshore, but also protects the Principle Shared Path which is a Main Roads' asset. It also acknowledges the savings to Main Roads by the City allowing Main Roads to use its Section 18 clearance for our works to raise the river wall between the Thelma and Cale St pedestrian bridges.

I understand that you will arrange for a design to be prepared and to obtain the relevant approvals with the view to undertaking this work as a variation to your current foreshore improvement works. Main Roads contribution extends to any costs incurred by the City in undertaking this work.

Please forward your design and cost estimate when available.

If you require any further information please contact me on 9323 4106. In reply please quote file 03/6695.

Forbes Watson
 ASSET MANAGER SOUTH
 METROPOLITAN REGION

cc Lou Rho
 MANAGER METROPOLITAN ROAD PROGRAM

For your information.

City of South Perth

List of Application for Planning Consent Determined Under Delegated Authority for the Period 1/09/2007 to 30/09/2007

Application #	Ext. Ref.	PC Date	Address	Applicant	Status	Description
011.2007.00000187.001	BA2/7	4/09/2007	7 Banksia TCE SOUTH PERTH	Ms A Nguyen	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000246.001	W1/174	12/09/2007	174 Gweyfried RD KENSINGTON	Mr D Palermo	Approved	TWO STOREY GROUPED DWELLING
011.2007.00000276.001	11/6475	4/09/2007	30 Lawler ST SOUTH PERTH	Sovereign Building Company Pty Ltd	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000277.001	FO1/26	4/09/2007	26 Forrest ST SOUTH PERTH	Mrs M Evans	Approved	Additions / Alterations to Single House
011.2007.00000286.001	11/2424	6/09/2007	4 Forward ST MANNING	Mr T P Creek	Approved	Additions / Alterations to Single House
011.2007.00000289.001	LA5/L29	6/09/2007	Canavan CRES MANNING	Honest Holdings Pty Ltd t/a Atrium	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000300.001	11/5290	6/09/2007	125 Gweyfried RD KENSINGTON	Dale Alcock Homes Pty Ltd	Approved	Single House
011.2007.00000306.001	11/6643	4/09/2007	18 Hensman ST SOUTH PERTH	Bella Casa Developments	Approved	Additions / Alterations to Single House
011.2007.00000309.001	11/2892	26/09/2007	277A Mill Point RD SOUTH PERTH	Iredale Pedersen Hook Architects	Approved	THREE GROUPED DWELLINGS
011.2007.00000311.001	11/6806	12/09/2007	29 Templemore GNS WATERFORD	Mrs S A Cox	Approved	FENCE GREATER THAN 1.8 METRES
011.2007.00000314.001	1/5671A	12/09/2007	Hensman ST SOUTH PERTH	Beilby Design	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000322.001	ED3/37	7/09/2007	37 Edgewater RD SALTER POINT	Ms T L Lodge	Approved	Additions / Alterations to Single House
011.2007.00000326.001	11/6822	5/09/2007	86 Lansdowne RD KENSINGTON	S Kynaston	Approved	Additions / Alterations to Single House
011.2007.00000328.001	11/5315	7/09/2007	9 Kenneally CC SALTER POINT	Highline Ltd	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000331.001	- 11/604	13/09/2007	10 Edinburgh ST SOUTH PERTH	L Marchesani & Associates	Approved	ADDITIONS/ALTERATIONS TO GRPED DWELLING
011.2007.00000332.001	11/6690	7/09/2007	73 Gladstone AVE SOUTH PERTH	Ms A P Wong	Approved	Carport Addition to Single House
011.2007.00000333.001	11/5878	7/09/2007	119 Manning RD MANNING	N Kraynev	Approved	CARPORNT ADDITION TO GROUPED DWELLING
011.2007.00000334.001	11/6739	6/09/2007	121 Lansdowne RD KENSINGTON	Webb & Brown-Neaves Pty Ltd	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000335.001	11/2316	13/09/2007	11 Letchworth Centre AVE SALTER POINT	Averna Homes	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000336.001	HO6/5	13/09/2007	5 Hogg AVE SALTER POINT	Perceptions	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000338.001	1/2768E	13/09/2007	11 Lamb ST SOUTH PERTH	Webb & Brown-Neaves Pty Ltd	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000339.001	11/6786	13/09/2007	4 High ST SOUTH PERTH	Webb & Brown-Neaves Pty Ltd	Approved	TWO STOREY SINGLE HOUSE

List of Application for Planning Consent Determined Under Delegated Authority for the Period 1/09/2007 to 30/09/2007

Application #	Ext. Ref.	PC Date	Address	Applicant	Status	Description
011.2007.00000345.001	11/1348	6/09/2007	57 Labouchere RD SOUTH PERTH	Mr R S Kale	Approved	ADDITION/ALTERATIONS TO CONSULTING ROOM
011.2007.00000346.001	QU1/1-3	17/09/2007	1 Queen ST SOUTH PERTH	Pitched Pergolas	Approved	PATIO ADDITION TO MULTIPLE DWELLINGS
011.2007.00000348.001	11/6856	14/09/2007	76A Lockhart ST COMO	Mr P S Bartlett	Approved	Additions / Alterations to Single House
011.2007.00000351.001	SE2/22	13/09/2007	22 Seventh AVE KENSINGTON	Mr N Q Thompson	Approved	OUTBUILDING
011.2007.00000353.001	11/2155	24/09/2007	84 Strickland ST SOUTH PERTH	Mr G R Bedford	Approved	ADDITIONS/ALTERATIONS TO GROUPED DWELLINGS
011.2007.00000354.001	BI3/66	13/09/2007	66 Birdwood AVE COMO	Mr P B Harvey	Approved	OUTBUILDING
011.2007.00000356.001	11/2030	13/09/2007	124 Todd AVE COMO	Mr D J Balsdon	Approved	ADDITIONS/ALTERATIONS TO GROUPED DWELLINGS
011.2007.00000358.001	11/5803	13/09/2007	127 Lockhart ST COMO	Pine Sales WA	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000359.001	GE3/16	13/09/2007	16 Gentili WY COMO	Bella Casa Developments	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000361.001	FO1/60	12/09/2007	60 Forrest ST SOUTH PERTH	Mr H Pecorari	Approved	Additions / Alterations to Single House
011.2007.00000364.001	CR1/8	14/09/2007	8 Craigie CRES MANNING	Mr L S Dale	Approved	Additions / Alterations to Single House
011.2007.00000365.001	TH1/34	19/09/2007	34 Thelma ST COMO	Dale Alcock Home Improvement	Approved	Additions / Alterations to Single House
011.2007.00000368.001	11/3666	14/09/2007	48 Mary ST COMO	One Stop Patio Shop	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000373.001	KE3/16	27/09/2007	16 Kennard ST KENSINGTON	Mrs S M Breust	Approved	Carport Addition to Single House
011.2007.00000374.001	DA5/34	14/09/2007	34 David ST KENSINGTON	Ms A B Papiez	Approved	Single House
011.2007.00000375.001	11/6656	14/09/2007	359 Mill Point RD SOUTH PERTH	Country Leisure Centre	Approved	Carport Addition to Single House
011.2007.00000378.001	LE3/49	18/09/2007	49 Leonora ST COMO	Mr B Shulman	Approved	TWO SINGLE HOUSES : TWO STOREY
011.2007.00000387.001	11/6817	14/09/2007	11 Renwick ST SOUTH PERTH	Precision Patios and Home Improvement	Approved	OUTBUILDING
011.2007.00000390.001	CA6/265	18/09/2007	265 Canning HWY COMO	Mr I M Martin	Approved	CARPOR ADDITION TO GROUPED DWELLING
011.2007.00000392.001	CA4/57	18/09/2007	57 Campbell ST KENSINGTON	Perth Outdoor Centre Pty Ltd	Approved	Additions / Alterations to Single House
011.2007.00000394.001	PE4/47	19/09/2007	47 Pether RD MANNING	Mrs J Batstone	Approved	ADDITIONS/ALTERATIONS TO GROUPED DWELLINGS
011.2007.00000396.001	TO1/52	14/09/2007	52 Todd AVE COMO	Mr J D Bailey	Approved	OUTBUILDING
011.2007.00000397.001	HO5/23	24/09/2007	23B Howard PDE SALTER POINT	Webb & Brown-Neaves Pty Ltd	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000398.001	SU3/2	27/09/2007	2 Susan ST KENSINGTON	Mr A Brustur	Approved	SINGLE BEDROOM DWELLING

List of Application for Planning Consent Determined Under Delegated Authority for the Period 1/09/2007 to 30/09/2007

Application #	Ext. Ref.	PC Date	Address	Applicant	Status	Description
011.2007.00000399.001	TO1/44	24/09/2007	44A Todd AVE COMO	Ms E P Shuttleworth	Approved	Additions / Alterations to Single House
011.2007.00000402.001	HE3/138	24/09/2007	138 Hensman ST SOUTH PERTH	Australian Renovation Group P/L	Approved	Additions / Alterations to Single House
011.2007.00000403.001	IS1/13	26/09/2007	13 Isabella CRES MANNING	Mr D J May	Approved	Additions / Alterations to Single House
011.2007.00000407.001	CA4/38	6/09/2007	38 Campbell ST KENSINGTON	Mrs R H Maffescioni	Approved	Additions / Alterations to Single House
011.2007.00000410.001	3R2/124	26/09/2007	124 Brandon ST KENSINGTON	Mr J Lewis	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000411.001	CA5/32	26/09/2007	32A Camavan CRES MANNING	Modern Home Improvers	Approved	ADDITIONS/ALTERATIONS TO GROUPED DWELLING
011.2007.00000416.001	TU3/7	26/09/2007	7 Tullamore CL WATERFORD	Eden Home Improvements	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000417.001	MO6/5	27/09/2007	5 Morrish PL COMO	Mr K Dowsett	Approved	Additions / Alterations to Single House
011.2007.00000423.001	11/5932	12/09/2007	82A Rylie AVE COMO	Ms M Foo	Approved	Additions / Alterations to Single House
011.2007.00000424.001	WA2/3	26/09/2007	3 Walters ST SOUTH PERTH	Peter Stannard Homes Pty Ltd	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000425.001	CL4/80	6/09/2007	80 Clydesdale ST COMO	Westral Outdoor Centre	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000426.001	DA3/17	12/09/2007	17 Darling ST SOUTH PERTH	P Beor	Approved	Additions / Alterations to Single House
011.2007.00000427.001	11/3973	26/09/2007	50 Lansdowne RD KENSINGTON	Carport Constructions	Approved	Carport Addition to Single House
011.2007.00000428.001	BR2/83	7/09/2007	83 Brandon ST KENSINGTON	R M Rouphael	Approved	Additions / Alterations to Single House
011.2007.00000432.001	CA6/287	7/09/2007	287 Canning HWY COMO	Outdoor World	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000436.001	FO1/81	7/09/2007	81 Forrest ST SOUTH PERTH	Mr N Nguyen	Approved	Additions / Alterations to Single House
011.2007.00000437.001	11/4180	6/09/2007	58 Hovia TCE KENSINGTON	Eden Home Improvements	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000439.001	11/4986	28/09/2007	35 Kennard ST KENSINGTON	Outdoor Prestige Pty Ltd	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000441.001	BI3/34	28/09/2007	34 Birdwood AVE COMO	Poulter Installations	Approved	OUTBUILDING
011.2007.00000442.001	11/4389	28/09/2007	9 Max Forman CT COMO	Harlequin Roofing & Patio	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000443.001	MO2/9	7/09/2007	9 Monk ST KENSINGTON	Mr P Balfe	Approved	Additions / Alterations to Single House
011.2007.00000444.001	BL2/19	28/09/2007	19 Bland ST KENSINGTON	Mrs B M Rohl	Approved	Additions / Alterations to Single House
011.2007.00000447.001	11/6567	28/09/2007	116 Brandon ST KENSINGTON	Iande Productions	Approved	HOME OCCUPATION
011.2007.00000448.001	11/2802	13/09/2007	70 Brandon ST KENSINGTON	Beilby Design	Approved	Additions / Alterations to Single House

Application #	Ext. Ref.	PC Date	Address	Applicant	Status	Description
011.2007.00000449.001	- 11/366	13/09/2007	101A Welwyn AVE SALTER POINT	Highline Ltd	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000450.001	11/1006	13/09/2007	22 Beenan CL KARAWARA	Heritage Outdoor	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000452.001	11/6857	21/09/2007	76B Lockhart ST COMO	Mr J J Bartlett	Approved	Additions / Alterations to Single House
011.2007.00000468.001	RI3/5	24/09/2007	5 River WY SALTER POINT	Outdoor World	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000475.001	11/5758	25/09/2007	17 Womil WY KARAWARA	Mr Z Gregory	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000477.001	MO6/5	26/09/2007	5 Morrish PL COMO	Highline Ltd	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000488.001	GL1/21	28/09/2007	21 Gladstone AVE SOUTH PERTH	Eden Home Improvements	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000500.001	HA1/21	28/09/2007	21 Hampden ST SOUTH PERTH	Mrs D J Hewett	Approved	PATIO ADDITION TO SINGLE HOUSE

Application #	Ext. Ref.	PC Date	Address	Applicant	Status	Description
011.2007.00000449.001	- 11/366	13/09/2007	101A Welwyn AVE SALTER POINT	Highline Ltd	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000450.001	11/1006	13/09/2007	22 Beenan CL KARAWARA	Heritage Outdoor	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000452.001	11/6857	21/09/2007	76B Lockhart ST COMO	Mr J J Bartlett	Approved	Additions / Alterations to Single House
011.2007.00000468.001	RI3/5	24/09/2007	5 River WY SALTER POINT	Outdoor World	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000475.001	11/5758	25/09/2007	17 Womil WY KARAWARA	Mr Z Gregory	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000477.001	MO6/5	26/09/2007	5 Morrish PL COMO	Highline Ltd	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000488.001	GL1/21	28/09/2007	21 Gladstone AVE SOUTH PERTH	Eden Home Improvements	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000500.001	HA1/21	28/09/2007	21 Hampden ST SOUTH PERTH	Mrs D J Hewett	Approved	PATIO ADDITION TO SINGLE HOUSE

City of South Perth

List of Application for Planning Consent Determined Under Delegated Authority for the Period 1/10/2007 to 31/10/2007

Application #	Ext. Ref.	PC Date	Address	Applicant	Status	Description
011.2007.00000225.001	11/1953	19/10/2007	99 Robert ST COMO	Mr I Bayley	Approved	TWO STOREY GROUPED DWELLING
011.2007.00000243.001	- 11/480	3/10/2007	55 Lockhart ST COMO	Mr B K H Bott	Approved	ADDITIONS/ALTERATIONS TO GRPED DWELLING
011.2007.00000291.001	11/1265	12/10/2007	305A Mill Point RD SOUTH PERTH	Mr D R Wieland	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000292.001	11/1265	12/10/2007	305B Mill Point RD SOUTH PERTH	Mr D R Wieland	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000293.001	11/1265	12/10/2007	305A Mill Point RD SOUTH PERTH	Mr D R Wieland	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000294.001	11/1496	10/10/2007	11 Labouchere RD SOUTH PERTH	Wilson's Sign Solutions	Approved	SIGN
011.2007.00000303.001	MI3/305	12/10/2007	305B Mill Point RD SOUTH PERTH	Mr D R Wieland	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000315.001	11/2836	8/10/2007	152 Labouchere RD COMO	Al Patios	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000319.001	FI3/4	26/10/2007	4 First AVE KENSINGTON	Perceptions	Approved	TWO GROUPED DWELLINGS
011.2007.00000362.001	RY1/28	26/10/2007	28 Rynie AVE COMO	Mrs A L Delaney	Approved	Additions / Alterations to Single House
011.2007.00000369.001	4A3/138	2/10/2007	138 Manning RD MANNING	Christopher Senior & Associates	Approved	ADDITIONS/ALTERATIONS TO GRPED DWELLING
011.2007.00000377.001	11/1302	3/10/2007	31 Labouchere RD SOUTH PERTH	Onq Prosperity	Approved	SIGNS
011.2007.00000406.001	FI3/21	26/10/2007	21 First AVE KENSINGTON	Mr J Thompson	Approved	Additions / Alterations to Single House
011.2007.00000409.001	11/35-39	10/10/2007	35 Labouchere RD SOUTH PERTH	Mr S B Shanahan	Approved	Change of Use
011.2007.00000415.001	HO2/91	3/10/2007	91B Hope AVE SALTER POINT	Mr K W Davenport	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000418.001	BA2/91	22/10/2007	91 Banksia TCE KENSINGTON	Mr A M Arnold	Approved	Additions / Alterations to Single House
011.2007.00000421.001	LA5/8	15/10/2007	8 Lansdowne RD KENSINGTON	Australian Renovation Group	Approved	Additions / Alterations to Single House
011.2007.00000429.001	EL3/2	29/10/2007	2 Elizabeth ST SOUTH PERTH	Patio Perfect	Approved	CARPORT ADDITION TO GROUPED DWELLING
011.2007.00000430.001	CA4/36	3/10/2007	36 Campbell ST KENSINGTON	Miss M Johnston	Approved	Additions / Alterations to Single House
011.2007.00000435.001	WA7/22	23/10/2007	22 Wattle ST SOUTH PERTH	Peter Beyer Architect RAIA	Approved	Additions / Alterations to Single House
011.2007.00000438.001	11/3338	26/10/2007	30 Dyson ST SOUTH PERTH	Eden Home Improvements	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000440.001	TH4/16	5/10/2007	16 Thomas ST SOUTH PERTH	Mr N Gibson	Approved	Additions / Alterations to Single House

List of Application for Planning Consent Determined Under Delegated Authority for the Period 1/10/2007 to 31/10/2007

Application #	Ext. Ref.	PC Date	Address	Applicant	Status	Description
011.2007.00000446.001	MA1/16	15/10/2007	16 Mabel ST KENSINGTON	Mr G P Bush	Approved	Additions / Alterations to Single House
011.2007.00000454.001	CA5/5	2/10/2007	5 Canavan CRES MANNING	Mr A L Cowell	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000462.001	11/6476	19/10/2007	37 Henley ST COMO	Peter Stannard Homes	Approved	Single House
011.2007.00000464.001	11/3306	22/10/2007	Tandy ST SALTER POINT	Honest Holdings Pty Ltd t/a Atrium	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000465.001	- 11/196	31/10/2007	2 Meadowvale AVE SOUTH PERTH	Mill Point Properties Pty Ltd	Approved	ADDITION TO TAKE AWAY, ADD EATING HOUSE
011.2007.00000469.001	AN1/69	15/10/2007	91 Angelo ST SOUTH PERTH	Perceptions	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000470.001	HO2/5	15/10/2007	5 Hope AVE SALTER POINT	JWH Group Pty Ltd	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000471.001	A1/90A	15/10/2007	90A Labouchere RD SOUTH PERTH	Mr S Harrington	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000473.001	RO1/18	23/10/2007	18 Robert ST COMO	Tooltime Construction Pty Ltd	Approved	Additions / Alterations to Single House
011.2007.00000474.001	11/3409	29/10/2007	52 Preston ST COMO	Mr F Caoyta	Approved	TWO STOREY GROUPED DWELLING
011.2007.00000478.001	CO6/16	15/10/2007	16 Coode ST SOUTH PERTH	Mr P Harris	Approved	ADDITIONS/ALTERATIONS TO GROUPED DWELLING
011.2007.00000481.001	11/5797	15/10/2007	16 Glyde ST SOUTH PERTH	Mr J H Lawrance	Approved	DIVIDING FENCE EXCEEDING 1.8 METRES
011.2007.00000482.001	LA5/140	16/10/2007	140 Lansdowne RD KENSINGTON	Mr J B Walters	Approved	Additions / Alterations to Single House
011.2007.00000484.001	11/6509	22/10/2007	60 Brandon ST KENSINGTON	Mrs R Sofield	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000489.001	AN5/14	29/10/2007	14 Anthony ST SOUTH PERTH	Mr D M De Santis	Approved	OUTBUILDING
011.2007.00000496.001	11/1286	10/10/2007	37 Waluma DR KARAWARA	MS Projects Pty Ltd	Approved	NEON SIGN
011.2007.00000502.001	11/1298	8/10/2007	43 Preston ST COMO	Mr J M Petit	Approved	FENCE GREATER THAN 1.8 METRES
011.2007.00000504.001	BR7/33	26/10/2007	33 Broome ST SOUTH PERTH	Mr H P Harnden	Approved	OUTBUILDING
011.2007.00000507.001	- 11/278	5/10/2007	111 Welwyn AVE SALTER POINT	Kalmar Factory Direct	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000511.001	- 11/226	10/10/2007	10 Broome ST SOUTH PERTH	Neil Wilson Constructions	Approved	ADDITIONS TO CHURCH
011.2007.00000512.001	11/3639	15/10/2007	46 Hensman ST SOUTH PERTH	City of South Perth	Approved	Additions / Alterations to
011.2007.00000513.001	11/3401	10/10/2007	243 Labouchere RD COMO	Tangent Nominees Pty Ltd	Approved	ADDITIONS/ALTERATIONS TO GROUPED DWELLING
011.2007.00000514.001	DY1/64	15/10/2007	64 Dyson ST KENSINGTON	Vision Corporation Pty Ltd	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000515.001	CA6/383	10/10/2007	383 Canning HWY COMO	Kearney Holdings Pty Ltd	Approved	SIGN

List of Application for Planning Consent Determined Under Delegated Authority for the Period 1/10/2007 to 31/10/2007						
Application #	Ext. Ref.	PC Date	Address	Applicant	Status	Description
011.2007.00000524.001	HO1/20	18/10/2007	20 Hobbs AVE COMO	Vision Corporation Pty Ltd	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000525.001	- 11/627	18/10/2007	65 Lockhart ST COMO	Kalmar Factory Direct	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000526.001	CA5/65	25/10/2007	65 Canavan CRES MANNING	Mr B Brunton	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000528.001	11/2816	18/10/2007	3 Kiltrush PL WATERFORD	Patio Perfect	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000530.001	CA11/36	22/10/2007	36 Carlow CIR WATERFORD	Patio Perfect	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000531.001	11/3470	19/10/2007	208 Melville PDE COMO	Mr F Nardizzi	Approved	ALTERATIONS TO GROUPED DWELLING(S)
011.2007.00000533.001	11/5495	29/10/2007	251 Coode ST COMO	Aspect Constructions	Approved	ADDITIONS TO GROUPED DWELLING(S)
011.2007.00000536.001	11/1647	19/10/2007	30 Mary ST COMO	Outdoor Centre Holdings Pty Ltd	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000537.001	LA1/57	29/10/2007	57 Labouchere RD SOUTH PERTH	Mr G Day	Approved	SIGN
011.2007.00000544.001	CA4/47	29/10/2007	47 Canavan CRES MANNING	Norfolk Homes Pty Ltd	Approved	TWO STOREY GROUPED DWELLING
011.2007.00000545.001	CO6/102	25/10/2007	102 Coode ST SOUTH PERTH	Mr R D Hamilton	Approved	OUTBUILDING
011.2007.00000548.001	11/5631	25/10/2007	41 Campbell ST KENSINGTON	African Thatch Pty Ltd	Approved	OUTBUILDING
011.2007.00000557.001	11/2083	30/10/2007	3 Downey DR MANNING	City Of South Perth	Approved	CIVIC BUILDING

Application #	Ext. Ref.	PC Date	Address	Applicant	Status	Description
011.2007.00000524.001	HO1/20	18/10/2007	20 Hobbs AVE COMO	Vision Corporation Pty Ltd	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000525.001	- 11/627	18/10/2007	65 Lockhart ST COMO	Kalmar Factory Direct	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000526.001	CA5/65	25/10/2007	65 Canavan CRES MANNING	Mr B Brunton	Approved	TWO STOREY SINGLE HOUSE
011.2007.00000528.001	11/2816	18/10/2007	3 Kiltrush PL WATERFORD	Patio Perfect	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000530.001	CA11/36	22/10/2007	36 Carlow CIR WATERFORD	Patio Perfect	Approved	PATIO ADDITION TO SINGLE HOUSE
011.2007.00000531.001	11/3470	19/10/2007	208 Melville PDE COMO	Mr F Nardizzi	Approved	ALTERATIONS TO GROUPED DWELLING(S)
011.2007.00000533.001	11/5495	29/10/2007	251 Coode ST COMO	Aspect Constructions	Approved	ADDITIONS TO GROUPED DWELLING(S)
011.2007.00000536.001	11/1647	19/10/2007	30 Mary ST COMO	Outdoor Centre Holdings Pty Ltd	Approved	PATIO ADDITION TO GROUPED DWELLING
011.2007.00000537.001	LA1/57	29/10/2007	57 Labouchere RD SOUTH PERTH	Mr G Day	Approved	SIGN
011.2007.00000544.001	CA4/47	29/10/2007	47 Canavan CRES MANNING	Norfolk Homes Pty Ltd	Approved	TWO STOREY GROUPED DWELLING
011.2007.00000545.001	CO6/102	25/10/2007	102 Coode ST SOUTH PERTH	Mr R D Hamilton	Approved	OUTBUILDING
011.2007.00000548.001	11/5631	25/10/2007	41 Campbell ST KENSINGTON	African Thatch Pty Ltd	Approved	OUTBUILDING
011.2007.00000557.001	11/2083	30/10/2007	3 Downey DR MANNING	City Of South Perth	Approved	CIVIC BUILDING